

The Gazette of India



PUBLISHED BY AUTHORITY

No. 6] NEW DELHI, SATURDAY, FEBRUARY 7, 1959/MAGHA 18, 1880

NOTICE

The undermentioned Gazette of India Extraordinary was published upto the 24th January 1959:—

Issue No.	No. and date	Issued by	Subject
16	S. O. 225, dated 24th January, 1959.	Ministry of Information and Broadcasting.	Certification of films specified therein.

Copies of the Gazette Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazette.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

MINISTRY OF HOME AFFAIRS

New Delhi, the 28th January 1959

S.O. 265.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control & Appeal) Rules, 1957, the President hereby makes the following amendments in the Schedule to the notification of the Government of India in the Ministry of Home Affairs No. S.R.O. 628, dated the 28th February, 1957, namely :—

In the said Schedule—

(1) in Part I, after the existing entries, the following, entries shall be inserted, namely :—

1	2	3	4
"Social Welfare and Rehabilitation Directorate, New Delhi.	Joint Secretary, Ministry of Home Affairs.	Joint Secretary, Ministry of Home Affairs.	All";
All posts			

(2) in Part II, after the existing entries, the following entries shall be inserted, namely:—

1	2	3	4	5
<i>Social Welfare and Rehabilitation Directorate New Delhi.</i>				
All posts	Deputy Secretary, Ministry of Home Affairs.	Deputy Secretary, Ministry of Home Affairs.	All	Joint Secretary, Ministry of Home Affairs."

(3) in Part III, after the existing entries, the following entries shall be inserted, namely:—

1	2	3	4	5
<i>Social Welfare and Rehabilitation Directorate, New Delhi.</i>				
All posts	Honorary Director, Social Welfare and Rehabilitation Directorate.	Honorary Director, Social Welfare and Rehabilitation Directorate	All	Deputy Secretary Ministry of Home Affairs."

[No. F 15/3/58-VIG.]

S.O. 266.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following further amendments in the Schedule to the notification of the Government of India in the Ministry of Rehabilitation No. S.R.O. 632, dated the 28th February, 1957, namely:—

In the said schedule—

- (1) in Part II, the heading "Social Welfare and Rehabilitation Directorate, New Delhi" and the entries relating thereto shall be omitted;
- (2) in Part III, the heading "Social Welfare and Rehabilitation Directorate, New Delhi" and the entries relating thereto shall be omitted.

[No. F. 15/3/58-VIG.]

New Delhi, the 2nd February 1959

S.O. 267—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendment in the Schedule to the notification of the Government of India in the Ministry of Home Affairs No. S.R.O. 628, dated the 28th February 1957, namely:—

In Part III of the said Schedule, under the heading "Intelligence Bureau", after the existing entries, the following entries shall be inserted, namely:—

1	2	3	4	5
<i>Government Examiner of Questioned Documents:</i>				
All posts	Government Examiner of Questioned Documents	Government Examiner of Questioned Documents	All	Deputy Director Establishment

[No. F.15/3/58-VIG.]

P. PRABHAKAR RAO, Dy. Secy.

New Delhi, the 29th January 1959

S.O. 268.—In pursuance of the provisions of clause (1) of article 258 of the Constitution, the President with the consent of the Government of Bombay, hereby entrusts to that Government, in relation to the estate of the Ruler of Khadal, the powers and functions conferred on the Central Government by section 47 of the Bombay Court of Wards Act, 1905, (Bombay Act 1 of 1905).

[No. F. 3/33/58-Poll. III.]

S. NARAYANSWAMY, Dy. Secy.

New Delhi, the 31st January, 1959

S.O. 269.—In exercise of the powers conferred by sub-section (3) of section 1 of the Delhi Rent Control Act, 1958 (59 of 1958), the Central Government hereby appoints the 9th day of February, 1959, as the date on which the said Act shall come into force

[No. 34/1/59-Delhi].

A. V. VENKATASUBBAN, Dy. Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 30th January 1959

S.O. 270.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948) the Central Government hereby authorises Shri Nazir Hussain, Press Attache in the Consulate General of India, San Francisco, to perform the duties of a Consul with immediate effect.

[No. F. 6(1)-Cons/59.]

G. P MATHUR, Attache
(Cons)

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 29th January 1959

S.O. 271.—In exercise of the powers conferred by clause (5) of article 148 and the proviso to article 309 of the Constitution and all other powers hereunto enabling, the President, after consultation with the Comptroller and Auditor General of India in respect of persons employed in the Indian Audit and Accounts Department, hereby makes the following further amendments in the Civil Service Regulations, namely:—

In the said Regulations—

I Article 933-A shall be omitted.

II. For article 966, the following article shall be substituted, namely:—

“966. The pension of a pensioner residing in any colony named in Appendix 15 may be paid there, provided he is entitled to receive payments of pension in the colony under Articles 934 and 987”.

2. The amendments hereby made shall be deemed to have come into effect from the 12th June, 1956.

[No. F. 9(14)-EV/57.]

N. C JAIN, Dy. Secy.

(Department of Economic Affairs)*New Delhi, the 29th January 1959*

S.O. 272.—In pursuance of section 5 of the Rehabilitation Finance Administration Act, 1948 (12 of 1948), the Central Government hereby nominates the following persons to be the members of the Advisory Board of the Rehabilitation Finance Administration as reconstituted by the notification of the Government of India in the Ministry of Finance No. F. 7(72)-Corp/58, dated the 31st December, 1958, namely:—

1. Shri Achint Ram, M.P., Lok Sabha (Punjab);
2. Shri Amolakh Chand, M.P., Rajya Sabha (Uttar Pradesh);

and makes the following amendment in the said notification, namely:—

In the said notification, after entry 10, the following entries shall be inserted, namely:—

- “11. Shri Achint Ram, M.P., Lok Sabha (Punjab)
12. Shri Amolakh Chand, M.P., Rajya Sabha (Uttar Pradesh)”.

[No. F. 7(72)-Corp/58.]

M. K. VENKATACHALAM, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 29th January, 1959

S.O. 273.—Statement of the Affairs of the Reserve Bank of India, as on the 23rd January 1959.

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	12,99,13,000
Reserve Fund	80,00,00,000	Rupee Coin	1,90,000
National Agricultural Credit (Long-term Operations) Fund	25,00,00,000	Subsidiary Coin	3,25,000
National Agricultural Credit (Stabilisation) Fund	3,00,00,000	Bills Purchased and Discounted :—	
Deposits :—		(a) Internal
(a) Government		(b) External
(1) Central Government	55,23,12,000	(c) Government Treasury Bills	11,71,82,000
(2) Other Governments	41,99,92,000	Balances held abroad*	33,35,54,000
(b) Banks	68,17,65,000	**Loans and Advances to Governments	23,93,89,000
(c) Others	115,44,42,000	Other Loans and Advances†	84,70,14,000
Bills Payable	19,72,26,000	Investments	268,34,78,000
Other Liabilities	32,69,94,000	Other Assets	11,16,86,000
TOTAL	446,27,31,000	TOTAL	446,27,31,000

*Includes Cash & Short term Securities.

**Includes Temporary Overdrafts to State Governments.

†The item 'Other Loans and Advances' includes Rs. 4,83,01,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

Dated the 28th day of January 1959.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 23rd day of January 1959

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department]	12,99,13,000		A. Gold Coin and Bullion :—		
Notes in circulation	1623,87,19,000		(a) Held in India	117,76,03,000	
Total Notes issued		1636,86,32,000	(b) Held outside India		
			Foreign Securities	164,67,56,000	
			TOTAL OF A.		282,43,59,000
			B. Rupee Coin		134,61,77,000
			Government of India Rupee Securities		1219,80,90,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL—LIABILITIES		1636,86,32,000	TOTAL—ASSETS		1636,86,32,000

Dated the 28th day of January, 1959.

H. V. R. IENGAR, Governor.

[No. F. 3(2)-BC/59.]

A. BAKSI, Jt. Secy.

(Department of Revenue)

INCOME-TAX

New Delhi, the 29th January 1959

S.O. 274.—Whereas the Income-tax Investigation Commission ceased to exist on the 31st day of December, 1958;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 7 of the Taxation on Income (Investigation Commission) Act, 1947 (30 of 1947), the Central Government hereby appoints the Central Board of Revenue as the authority for the purposes of the said sub-section.

[No. 14(F. 74(24)-IT/58.)]

V. GAURI SHANKER, Under Secy.

OFFICE OF THE SUPERINTENDENT OF CENTRAL EXCISE PREVENTIVE
(CUSTOMS) BOMBAY.

NOTICE

To

Bombay, the 27th November, 1958.

Shri Narayan Fakir Dubla,
P O Bhinpar, Vapi (Daman).

SUBJECT:— *Seizure of twelve bottles of liquid gold made in London and four Swiss made Wrist watches on 27-7-1958.*

S.O. 275.—Whereas it appears that the abovementioned goods have been imported into India without a permit or licence as required by Section 5(1) of the Land Customs Act, 1924 and by the Government of India Ministry of Commerce and Industry, Imports (Control) Order No. 17/55, dated 7th December, 1955, issued under the Imports and Exports (Control) Act, 1947 and whereas it appears that the actions of Shri Narayan Fakir Dubla as a person concerned in these offences attract the provisions of Section 7(1)(c) of Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878 now therefore Shri Narayan Fakir Dubla is hereby required to show cause to the Collector of Central Excise Bombay, Post Box No. 806 Bombay-1, why a penalty should not be imposed on him under Section 7(1)(c) of Land Customs Act, 1924 read with Section 167(8) of Sea Customs Act, 1878 and why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878.

2. Shri Narayan Fakir Dubla is further directed to produce at the time of showing cause all the evidence upon which he intends to rely in support of his defence. He is further directed to inform the Collector of Central Excise Bombay whether he desires to be heard in person by the Collector in the case.

3. If no cause is shown against the actions proposed to be taken within ten days of the receipt of this notice, the case will be decided *ex-parte*.

[No. VIII(b)10(253)Cus./58.]

M. P. MONDAKAR, Superintendent.

OFFICE OF THE ASSISTANT COLLECTOR OF CENTRAL EXCISE AND LAND
CUSTOMS, GOA FRONTIER DIVISION, BELGAUM

NOTICES

Belgaum, the 31st January, 1959.

S.O. 276.—Whereas it appears that the undermentioned goods which were seized by the Customs party with the help of S.R.P. party in the jurisdiction of Ch. No. 75 in the vicinity of Indo-Goa Border on 16th February, 1958 were about to be exported by land to Goa (Portuguese territory) in contravention of Section 5(1) of the Land Customs Act, 1924 and the Government of India, Ministry of Commerce and Industries Export (Control) Order 1/54 dated 10th May, 1954 issued under Section 3 of the Imports and Exports (Control) Act, 1947 and further deemed to have been issued under Section 19 of the Sea Customs Act, 1878 (in respect of items 1, 3, 4, 6 and 7)

noted below. And Reserve Bank of India, Notification No. F.E.R.A. 105/51 R.B., dated 27-2-57 as subsequently amended (in respect of item No. 9 noted below).

S. No.	Description	Qty.
1.	Mudis Manjulai sealed tins each 18 lbs. net, Tea . . .	14 tins each 18 lbs. of tea.
2.	Old aluminium 'Top' (utensil) one . . .	One with empty G. Bag.
3.	White, with Green bordered Rough Towels, two pairs . . .	4 pieces.
4.	White superior Malamal cloth pieces 2 each 2 yds. . .	2 pieces each valued Rs. 2/-
5.	Old aluminium Pots . . .	10 Ten.
6.	Brass new Tambyas, each Rs. 3 - . . .	2 Two
7.	Shahapuri white polished Rice about 12 seers approx. . .	20 Seers net as per weight.
8.	One white Turban old 12 hands bar length and $1\frac{1}{4}$ hands in breadth . . .	One 1 old.
9.	Indian Currency . . .	Rs. 4/-.

2. Now therefore, any person claiming the goods is hereby called upon to show cause to the Assistant Collector of Central Excise and Land Customs, Goa Frontier Division, Belgaum as to why the abovementioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167 (8) of the Sea Customs Act, 1878 and the goods at item Nos. 2, 5, and 8 (noted above) under Section 168 of the Sea Customs Act, 1878 and why a penalty should not be imposed on him under Section 7(1) (c) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878.

3. If such an owner fails to turn up to claim the abovementioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the publication of this notice in the Government of India Gazette the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII (b)10-122/58].

S.O. 277 . -Whereas it appears that the undermentioned goods which were seized by the Supervisor Central Excise of Kass at a place known as 'Bhaipacha Par' Ghonaoc, in the jurisdiction of Ch. No. 28 in the vicinity of the Indo-Goa Border on 6th May, 1958 were about to be exported by Land to Goa (Portuguese territory in India) in contravention of Section 5(1) of the Land Customs Act, 1924 and the Government of India Ministry of Commerce and Industries Export (Control) Order No. 1/58 of 1st May, 1958 issued under Section 3 of the Imports and Exports (Control) Act, 1947 and further deemed to have been issued under Section 19 of the Sea Customs Act 1878.

S. No.	Description	Qty.
1.	One Gunny bag of bangles . . .	40 bundles.
2.	One Gunny bag of bangles . . .	40 bundles.
3.	One Gunny bag of bangles . . .	40 bundles.
4.	One Gunny bag of bangles . . .	43 bundles.

2. Now therefore, any person claiming the goods is hereby called upon to show cause to the Assistant Collector of Central Excise and Land Customs, Goa Frontier Division, Belgaum as to why the abovementioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878 and the gunny bags under Section 168 of the Sea Customs Act, 1878 and why a penalty should not be imposed on him under Section 7(1)(c) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878.

3. If such an owner fails to turn up to claim the abovementioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the publication of this notice in the Government of India Gazette the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-147/58].

S. O. 278.—Whereas it appears that the undermentioned goods which were seized by the Customs party at a place known as 'Maharwadyache Bharad' in the jurisdiction of Ch. No. 53 in the vicinity of Indo-Goa Border on 3rd January, 1958 were about to be exported by land to Goa (Portuguese territory in India) in contravention of Section 5(1) of the Land Customs Act, 1924 and the Government of India, Ministry of Commerce and Industry Export (Control) Order, No. 1/54 dated 10th May, 1954 issued under Section 3 of the Imports and Exports (Control) Act, 1947 and further deemed to have been issued under Section 19 of the Sea Customs Act, 1878.

S. No.	Description	Qty.
1.	Tea in Gunny bag	Two tins, 32 lbs.
2.	Colour Powder tins assorted colours	70 tins each containing 15 tola as.
3.	Asfoetida (Hing)	36 tins.
4.	Rubber nipple (made in India)	215
5.	Rubber nipple (Made in Japan).	70
6.	Agarbatti (Champa Brand)	13 pkts. each containing (25 Tola ³ gross).
7.	Plastic shirt buttons	18 packages each containing 3 Doz. set.
8.	Plastic shirt buttons	45 sheets each containing 4 Dozens.
9.	Plastic shirt buttons	4 boxes each containing 6 Dozens.
10.	Brass bangles	214
11.	Galvanised Iron spoons	18 dozens.
12.	Imitation necklace	2 bundles.
13.	Combs (Small)	2 Dozens.
14.	Plastic Hair clips	22 Dozens.
15.	Rubber balloons (large size)	47 Dozens.
16.	Rubber balloons (small size)	8 packets.
17.	Sewing thread (Captain Brand)	74 bundles containing 73 Dozens of 10 reels.
18.	Brass Earrings (Imitation)	20 sheets.
19.	Nose rings	3 sheets.
20.	Marathi Drama books	5 copies.
21.	Garlic	6 lbs.
22.	Jaggery	4 Mds. 12 seers.

2. Now therefore, any person claiming the goods is hereby called upon to show cause to the Assistant Collector of Central Excise and Land Customs, Goa Frontier Division, Belgaum as to why the abovementioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878 and why a penalty should not be imposed on him under Section 7(1) (c) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878.

3. If such an owner fails to turn up to claim the abovementioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the publication of this notice in the Government of India Gazette the goods in question will be treated as unclaimed and the case will be decided accordingly.

ORDER

Belgaum, the 28th January 1959

S.O. 279.—Whereas it appears that the marginally noted goods which were

S. No.	Description	Qty.	seized by the Inspector F. S. Ankola and his party at a place known as Bhendi Bazar, Ankola, in the open place in the vicinity of Indo-Goa-Border on the 17th August 1958 were imported by land from Goa (Portuguese territory in India) in contravention of Section 5(1) of the Land Customs Act, 1924 and the Government of India, Ministry of Commerce and Industries, Import (Control) Order No. 17/55, dated the 7th December 1955 issued under Section 3 of the Imports and Exports (Control) Act, 1947 and further deemed to have been issued under Section 19 of the Sea Customs Act, 1878.
1.	10 Cartons of 7 O'Clock blades containing 10 packets of 10 blades.	1,000 Nos.	
2.	10 Cartons of 7 O'Clock blades each containing 20 packets of 5 blades.	1,000 Nos.	
3.	5 Cartons of 7 O'Clock blades each containing 20 packets of 10 blades.	1,000 Nos.	
4.	15 Cartons of 7 O'Clock blades each containing 40 packets of 5 blades.	3,000 Nos.	
5.	2 Cartons of 7 O'Clock blades each containing 20 packets of 5 blades.	200 Nos.	
6.	Loose 38 packets of 7 O'Clock blades each containing 5 blades. (All the above blades are made in England.)	190 Nos.	
7.	One gunny bag containing the above goods.		

2. Now therefore, any person claiming the goods is hereby called upon to show cause to the Assistant Collector of Central Excise and Land Customs Goa Frontier Division Belgaum as to why the above mentioned goods not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878 and the Gunny bag under Section 168 of the Sea Customs Act, 1878 and why a penalty should not be imposed on him under Section 7(1)(c) of the Land Customs Act 1924 read with Section 167(8) of the Sea Customs Act, 1878.

3. If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the publication of this notice in the Government of India Gazette the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-468/58]

E. R. SRIKANTIA, Asstt. Collector

CENTRAL BOARD OF REVENUE

LAND CUSTOMS

New Delhi, the 31st January 1959

S.O. 280.—In exercise of the powers conferred by section 4 of the Land Customs Act, 1924 (19 of 1924), the Central Board of Revenue hereby makes the following further amendment in its notification No. 22-Customs, dated the 2nd February, 1952, namely:—

In the Schedule annexed to the said notification, under the heading "B-Land Customs areas under the jurisdiction of the Collector of Land Customs, Calcutta"—

(i) for the sub-heading "KRISHNANAGAR DISTRICT", the entry "NADIA DISTRICT" shall be substituted; and

(ii) under the amended sub-heading "NADIA DISTRICT" for the existing entry "Banpur Railway Station" in column 1 and the corresponding entry relating thereto in column 2, the following shall be substituted,

namely:—

1.	2.
Gede Railway Station.	The Sealdah-Gede—Poradah Railway line.

[No. 1.]

New Delhi, the 31st January 1959

S.O. 281.—In exercise of the powers conferred by sub-section (1) of section 3 of the Land Customs Act, 1924 (19 of 1924), read with the notification of the Government of India in the late Finance Department (Central Revenues) No. 5944,

dated the 13th December, 1924, the Central Board of Revenue hereby appoints Central Excise Officers of the Collectorate of Central Excise, Calcutta, to be Land Customs Officers.

[No. 2.]

S.O. 282.—In exercise of the powers conferred by section 12 of the Set Customs Act, 1878 (8 of 1878), the Central Board of Revenue hereby makes the following further amendments in its notification No. 10-Customs dated the 4th February, 1950, namely:—

In the Schedule to the said notification—

- (i) in column 2, serial numbers given against the ports shall be omitted;
- (ii) after the entries "Alangankolam" and "Devipatnam" in columns 2 and 3 respectively, the following entries shall be inserted, namely:—

2
"Rameswaram"

3
"Pamban"

[No. 10.]

New Delhi, the 7th February 1959

S.O. 283.—In exercise of the powers conferred by clause (C) of section 11 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby directs that the following further amendment shall be made in its Notification No. 117-Customs, dated the 9th September, 1950, namely:—

In the schedule to the said notification, against the port of 'Porbandar' under column 3, after entry No 5 the following entry shall be inserted, namely:—

- "(6) The new Wharf Wall measuring 500 Rft. on the reclaimed area on the shore of the creek opposite to the mainland side for landing and shipment of all merchandise, coastal and foreign."

[No. 15.]

M. C. DAS, Secy.

INCOME-TAX

New Delhi, the 2nd February 1959

S.O. 284.—In exercise of the powers conferred by sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following further amendments to its notification S.O. 660 No. 35-Income-tax, dated 22nd April 1958, namely:—

In the Schedule appended to the said notification under Sub-head "XIV-Uttar Pradesh" against "Agra", after the existing entry "3. Bullandshahr" the following entry shall be added, namely:—

"4. Firozabad Circle".

The notification shall take effect from the 2nd February, 1959.

Explanatory Note

NOTE.—The amendment has become necessary on account of the creation of a new Income-tax Circle.

(This note does not form a part of the notification but is intended to be merely clarificatory).

[No. 15 (F. No. 50/54/58-IT).]

CORRIGENDA

INCOME-TAX

New Delhi, the 2nd February 1959

S.O. 285.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following amendments to its notification S.O. 2504, No. 104-Income-tax, dated the 22nd November 1958

- (a) for the existing entries against S. Nos. "4, 15 and 16" the following entries shall be substituted, namely:—

"4. Asansol;
15. Siligiri;
16. Cinema Circle, West Bengal."

- (b) after the existing entry "29. District III(3), Calcutta, the following entry shall be added, namely:—

"30. Project Circle, West Bengal."

[No. 16 (F. No. 55/27/59-IT).]

S.O. 286.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following amendments to its notification S.O. 127 No. 6-Income-tax, dated the 12th January 1959:—

For the existing entry against "S. No. 1" the following entry shall be substituted, namely:—

"1. Companies Circle III (all Sections except Section 6)".

[No. 17 (F. No. 55/27/59-IT).]

S.O. 287.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following amendments to its notification S.O. 2305 No. 98-Income-tax, dated 28th October 1958:—

For the existing entries against S. Nos. 5, 12, 15 and 20 in its notification the following entries shall be substituted, namely:—

"5. District V(I), Calcutta.

12. District V(II), Calcutta.

15. Project Circle, Calcutta.

20. Cinema Circle, Calcutta."

[No. 18 (F. No. 55/27/59-IT).]

B. V. MUNDKUR, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY

Bombay, the 7th January, 1959

S.O. 288.—In exercise of the powers conferred on me by clause 22 of the Cotton Textiles (Control) Order, 1948, I hereby make the following further amendment in the Textile Commissioner's Notification No. 80-Tex.1/48(iii), dated the 2nd August, 1948, namely:—

In the said notification:—

I. In the Table appended to paragraph 5, below column 3, for the words "Lower Medium" and "Higher Medium" the words and letters "Medium B" and "Medium A" shall be substituted respectively.

II. In paragraph 9, for the words "M" for "Medium" the words "MA" for "Medium A" and "MB" for "Medium B" shall be substituted.

(Sd.) D. S. JOSHI, Textile Commissioner.

[No. TC(3)44/48.]

New Delhi, the 31st January, 1959.

S.O. 289.—In exercise of the powers conferred by Sub-clause (1) of clause 5 of the Cotton Textiles (Export Control) Order, 1949, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the late Ministry of Commerce No. 67-CW(25A)/48, dated the 26th March, 1949, namely:—

In the said Notification, in the Table appended to paragraph 2, below Column 3, for the words "Lower Medium" and "Higher Medium" the words and letters "Medium B" and "Medium A" respectively, shall be substituted.

[No. 25(26)-TEX(A)/57-8].

V. V. NENE, Under Secy.

New Delhi, the 30th January, 1959.

S.O. 290.—In pursuance of Section 12 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby declares in relation to the primary units of length, mass and capacity, the following units to be their secondary units, namely:—

- | | |
|--|---------------------|
| 1. <i>Secondary units in relation to metre:</i> | |
| Micron | 10^{-6} metre |
| Millimetre | 10^{-3} metre |
| Centimetre | 10^{-2} metre |
| Kilometre | 10^{-3} metre |
| 2. <i>Secondary units in relation to kilogram:</i> | |
| Milligram | 10^{-6} kilogram |
| Gram | 10^{-3} kilogram |
| Quintal | 10^{-2} kilograms |
| Tonne | 10^{-3} kilograms |
| 3. <i>Secondary units in relation to litre:</i> | |
| Millilitre | 10^{-3} litre |
| Kilolitre | 10^{-3} litres. |

[No. SMC-15(13)/58].

ORDER

New Delhi, the 31st January 1959

S.O. 291.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following amendment in the Notification of the Government of India in the Ministry of Commerce and Industry No. S.O. 250, dated the 27th January, 1959, namely:—

Amendment

For "Dr. B.D. Dayal" please read "Dr. P. Dayal"

2. The amendment hereby made shall be deemed to have been made and to have come into force on the 27th January, 1959.

[No. 5(4) Met/59].

K. V. VENKATACHALAM Joint Secy

(Plantation) (A) Section

TEA CONTROL

New Delhi, the 2nd February 1959

S.O. 292.—In pursuance of Section 19 of the Tea Act, 1953 (29 of 1953), the Central Government hereby declares that the export allotment of tea for the financial year 1958-59 shall be 494.5 million pounds *avoirdupois*.

[No. 12(2)Plant(A)/58].

P. V. RAMASWAMY, Under Secy.

TRADE MARKS

New Delhi, the 3rd February 1959

S.O. 293.—In pursuance of sub-rule (2) of rule 140 of the Trade Marks Rules, 1942, it is hereby notified that in exercise of the powers conferred by sub-rule (1) of the said rule, the Central Government has caused the following alternation to be made in the Agents' Register in respect of the business address of Shri Romesh Chand Chadha, a registered agent namely:—

Romesh Chand Chadha, M.Com., LL.B., C/o London Commercial Corporation, Patent and Trade Marks Attorneys, No. 1, Arya Samaj Mandir Road, Lucknow (U.P.).

[No. 6(1)-TMP/59.]

K. RAJARAMAN, Under Secy.

ORDER

New Delhi, the 27th January 1959

S.O. 294/IDRA/6/14/Am.(2).—In exercise of the powers conferred by section 5 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following amendments in S.O. 1346, dated the 1st July, 1958, establishing a Development Council for the scheduled industries engaged in the manufacture or production of Food Processing Industries:—

- (a) in the entries against the category of "persons who in the opinion of the Central Government are capable of representing the interests of owners of industrial undertakings in the said scheduled industries", after entry No. 10 relating to Shri Mohan Singh, the following entries shall be inserted, namely:—

- "10A. Shri R. N. Goyle, Mgg. Director, M/s. Essex Farms Private Ltd., Qutab Minar Road, P.O. Yusufsarai, New Delhi-16.
- 10B. Shri R. Madhawan Nair, C/o Cochin Company, Thevara Road, Ernakulam—I. (Kerala State).
- 10C. Shri C. B. Lal, M/s. Hindustan Breakfast Mfg. Factory, Najafgarh Road, P.B. No. 1452 Delhi.
- 10D. Shri B. B. Sardeshpande, Director, Corn Products Co. (India) Private Ltd., Shree Niwas House, Waudhy Road, P.O. Box 994, Bombay-1.
- 10E. Shri P. Mohan Lal, C/o Parle Products Mfg. Co. (Private) Ltd., Thackerscy House, Graham Road, Ballard Estate, Bombay.
- 10F. Shri Kailash Nath, M/s. Harnarayan & Gopinath, Murabba, Chutney & Pickles Manufacturers, Khari Baoli, Delhi.
- 10G. Mr P. L. Roy, M/s. Metal Box Co. of India Ltd., Barlow House, Chowringhee, Calcutta-29."

- (b) in the entries against the category of "persons who in the opinion of the Central Government have special knowledge of matters relating to the technical or other aspects of the said scheduled industries", after entry No. 12A relating to Shri P. H Bhatt, the following entry shall be inserted, namely:—

- "12B. Dr. V. N. Patwardhan, Director, Nutrition Research Laboratories, Coonoor;"

- (c) in the entries against the category of "persons who in the opinion of the Central Government are capable of representing the interests of consumers of goods manufactured and produced by the said scheduled industries", after entry No. 16 relating to Col. Prithi Pal Singh, the following entry shall be inserted, namely:—

- "16A. Dr. Y. K. Subrahmanyam, Secretary, Central Committee for Food Standards, Director General of Health Services, Ministry of Health, New Delhi."

[No. 4(51)IA(II)(G)/58.]

A. K. CHAKRAVARTI. Under Secy.

(Indian Standards Institution)

New Delhi 30th January, 1959

S.O. 295—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that 13 licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Sl. No.	Licence No. & Date	Period of Validity		Name and Address of the Licensee	Article covered by the Licence	Relevant Indian Standard
		From	To			
1	CM/L-45, 20-1-1958	1-2-1959	31-1-1960	M/s. B.S. & Company, 6, Nobin Chandra Das Lane, Baranagar, Calcutta (Plywood Mills No. I)	Tea-Chest Plywood Panels	IS : 10-1953 Specification for Plywood Tea-Chests (Revised).
2	CM/L-46, 20-1-1958	Do.	Do.	M/s. B.S. & Company, P.O. Nagrakata, District Jalpaiguri, West Bengal (Plywood Mills No. II)	Do.	Do.
3	CM/L-47, 20-1-1958	Do.	Do.	M/s. Hunsur Plywood Works, P.O. Hunsur (Mysore State)	Do.	Do.
4	CM/L-48, 20-1-1958	Do.	Do.	The Bharat Plywood & Timber Products Ltd., Cannanore, North Malabar.	Do.	Do.
5	CM/L-49, 20-1-1958	Do.	31-1-1962	M/s. Bose Wood Works Private Ltd., 9, Clive Row, Calcutta.		Do.
6	CM/L-50, 20-1-1958	Do.	31-1-1960	M/s. East India Plywood Co., Private Ltd., 2, Netaji Subhash Road, Calcutta.	Do.	Do.
7	CM/L-52, 20-1-1958	Do.	Do.	The Malabar Plywood Works, Cheruvannur, Feroke (Kerala State)	Do.	Do.
8	CM/L-53, 20-1-1958	Do.	Do.	M/s. South India Plywood Industries, Market Landing, Kottayam (Kerala State).	Do.	Do.
9	CM/L-55, 20-1-1958	Do.	Do.	The Albion Plywood Ltd., 11, Clive Row, Calcutta-1.	Do.	Do.
10	CM/L-56, 20-1-1958	Do.	Do.	The Great Indian Plywood Mfg. Co., 76, Jessore Road, Dum Dum, Calcutta-28.	Do.	Do.
11	CM/L-58, 20-1-1958	Do.	Do.	M/s. Assam Bengal Veneer Industries Private Ltd., 9, Clive Row, Calcutta-1 (Factory-Calcutta).	Do.	Do.

Sl. No.	Licence No. & date	Period of Validity		Name and Address of the Licensee	Article covered by the Licence	Relevant Indian Standard
		From	To			
12	CM/L-59, 20-1-1958	1-2-1959	31-1-1960	M/s. Assam Bengal Veneer Industries Private Ltd., 9, Clive Row, Calcutta-1 (Factory-Ooldabari).	Tea-Chest Plywood Panels.	IS : 10-1953 Specification for Plywood Tea-Chests (Revised).
13	CM/L-60, 20-1-1958	Do.	Do.	The Standard Furniture Co., Ltd., Kallai, Kozhikode-3 (Kerala State	Do.	

[No. MDC/12(23)-L].

S.O. 296—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that two licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licensees to use the Standard Mark.

THE SCHEDULE

Sl. No.	Licence No. & date	Period of Validity		Name and Address of the Licensee	Article covered by the Licence	Relevant Indian Standard
		From	To			
1	CM/L-113, 19-1-1959	1-2-1959	31-1-1960	M/s. Phoenix Plywood, Kottayam, Kerala.	Tea-Chest Plywood Panels.	IS : 10-1953 Specification for Plywood Tea-Chests (Revised.)
2	CM/L-114, 19-1-1959	Do.	Do.	M/s. Venus Plywood Company, Nemunara, P.O. Kerala.	Do.	Do.

[No. MDC/12 (276)-L].

C. N. MODAWAL,
Deputy Director (Marks)

MINISTRY OF STEEL, MINES & FUEL

(Department of Mines & Fuel)

New Delhi, the 28th January 1959

S.O. 297.—Whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. 546 dated 8th April, 1958, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands in the locality specified in the Schedule appended to that notification;

And whereas the Central Government is satisfied that coal is obtainable in the whole or any part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 402.50 acres described in Schedule appended hereto.

The plans of the areas covered by this notification may be inspected in the office of the Collector Surguja, (MP) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation (Private) Ltd., (Revenue Section) "Darbhanga House", Ranchi.

Any person interested in the aforesaid lands may within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the lands or of any rights in or over such lands to the Coal Controller, 1, Council House Street, Calcutta.

SCHEDULE

Korea Block 'D'

Drawing No. Rev '2'59 Showing lands to be acquired.

Sl. No.	Name of Village	Tahsil	No.	District	Area	Remarks
1.	Reserve Forest.	Baikunthpur	60	Surguja	402.50 Acres (Approximate)	Part
				Total	402.50 Acres (Approximate)	

Plots to be acquired :—Reserve Forest (Part).

Boundary Description

AB line passes along the boundary of West Churmiry Colliery.

BC line passes through the Reserve Forest.

CD line passes through the Reserve Forest.

DE line passes through the Reserve Forest.

EF line passes through the Reserve Forest.

FA line passes along the Northern boundary line of Korea Block I.

[No. C2-5(29)/57.]

New Delhi, the 29th January 1959

S.O. 298.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby gives notice of its intention to prospect for coal therein.

SCHEDULE

Sl. No.	Name of Village	Village No.	Patwari Halks No.	Name of Tahsil	Name of District	Area	Remarks
BLOCK 'B'							
1.	Umjhar	475	8	Baikunthpur	Surguja		Whole village.
2.	Bishanpur	175	10	Baikunthpur	Surguja	13 square miles.	"
3.	Shivapur	222	19	Baikunthpur	Surguja		"
4.	Sardih	222	11	Baikunthpur	Surguja		"
5.	Kherwat	56	11	Baikunthpur	Surguja		"
6.	Charcha	84	12	Baikunthpur	Surguja		"

Boundary Description :—

OP line is Western Boundary of village Umjhar.

PQRS line is the northern boundary of village Umjhar, Bishanpur, Shivapur, Sardih, Kherwat and Charcha.

ST line is eastern boundary of village Charcha.

TUVW XO line is southern boundary of village Charcha, Kherwat, Sardih, Shivapur, Bishanpur and Umjhar.

The map of the areas can be inspected at the office of the National Coal Development Corporation (P) Ltd. (Land Acquisition Section), Darbhanga House, Ranchi, or at the office of the Deputy Commissioner, Surguja (M.P.).

[No. C2-6(32)/57]

New Delhi, the 31st January, 1959.

S.O. 299.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby gives notice of its intention to prospect for coal therein.

SCHEDULE
Black Kumda

Sl. No.	Villages	Thana	Thana No.	District	Area	Remarks
1.	Kumda	Jayanagar	22	Surguja	370 Acres (Approximate)	Part
2.	Lukshinanpur Alias Lathidant	Jayanagar	23	Surguja	390 Acres (Approximate)	Whole
3.	Datima	Jayanagar	14	Surguja	240 Acres (Approximate)	Part
4.	Kamalapur Alias Arsora	Jayanagar	32	Surguja	650 Acres (Approximate)	Part
5.	Kaskela	Jayanagar	33	Surguja	460 Acres (Approximate)	Part
6.	Reserve Forest	Jayanagar	X	Surguja	660 Acres (Approximate)	Whole
Total :					2770 Acres (Approximate)	

Boundary Description :

AB line passes along the common boundary of Reserve Forest and villages Kumda and Lukshinanpur.

BC line passes through village Datima and portion of southern boundary of village Rain.

CD line passes along Northern Boundary of Reserve Forest.

DE line passes along the portion of Northern Boundary of Kaskela village.

EF line passes through the village Kaskela towards South and it is also Northern prolongation line of Eastern boundary of Tata's Block A & II

FA line coincides with the Northern Boundary of Tata's Block A & II.

The map of the area can be inspected at the office of the National Coal Development Corporation (P) Ltd. (Revenue Section), Darbhanga House, Ranchi or at the office of the Deputy Commissioner, Surguja (M.P.).

[No. C2-21(1)/59.]

A. S. GREWAL, Under Secy.

(Department of Mines & Fuel)

ORDER

New Delhi, the 27th January 1959

S.O. 300.—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following further amendment in the Order of the Government of India in the late Ministry of Production, No. S.R.O. 1185, dated the 2nd April, 1957, namely:—

In the Schedule annexed to the said Order—

- (1) In column 2 against Serial No. 3, the words "and the Additional Director" shall be omitted;
- (2) In column 2 against Serial No. 10, for the words "Director of Textiles and consumer goods, Department of Food, Relief and Supplies", the words "Director of Consumer Goods, Department of Food, Relief and Supplies (Food and Supplies)" shall be substituted.

[No. 11/1/59-CI.]

CHHEDI LAL, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

ORDER

New Delhi, the 15th January, 1959

S.O. 301.— In pursuance of the sub-clause (i) of clause 3 of the Fruit Products Order, 1955, the Central Government hereby constitutes for a period of two years from the date of this order, the Central Fruit Products Advisory Committee consisting of the following members, namely:—

Chairman :

1. Agricultural Marketing Adviser to the Government of India
Licencing Officer, Nagpur.

Members :

- Clause 3 (1) (a).
2. Shri Naoroj, D. Kooka,
C/O,
M/s. Ardeo, 13/19, Meadows Street,
Bombay.
3. Shri Vitthal Malliya,
C/O,
M/s. Kissan Products, Ltd.,
32, Grant Road, Bangalore.
4. Shri K. C. Chakarwarty,
C/O,
M/s. Imperial Fruit Preservation Co.,
Calcutta.
5. Shri Lila Dhar,
C/O,
M/s. D.D. Harisharam Liladhar,
New Misri Bazar, Amritsar.
6. Shri Manohar Lal Aroura,
C/O,
M/s. Aroura Fruit Industries,
Charbag, Lucknow.

Elected by the Licensees in the Northern, Central, Western, Eastern and Southern Zones,

Clause 3(1) (b) :

7. Shri H. C. Bhatnagar, M.Sc.,
C/O,
Chocs Canning (Private) Ltd.,
Nagpur.
8. S ri A.V. Reddy, (B.Sc. Eng., England),
Managing Director, India Fruit Ltd.,
Kadiyam (Andhra).

Nominated members possess-
ing, in the opinion of the
Licensing officer, suitable
technical qualifications with
regard to the manufacture of
Fruit Products.

Clause 3(1)(c) :

9. Dr. Girdhari Lal,
Assistant Director, 'P',
Central Food Technological Research Institute,
Mysore.

Clause 3(1) (d) :

10. Dr. Sham Singh,
Deputy Agricultural Commissioner,
Indian Council of Agricultural Research,
Queen Victoria Road, New Delhi-1.

Clause 3(1) (e) :

11. Dr. P.K. Kymal,
Technical Adviser, Government of India,
Ministry of Food & Agriculture (Deptt. of Food),
Room No. 182, Krishi Bhavan,
Queen Victoria Road, New Delhi.

Clause 3 (1)(ee).

12. Pandit Shri Ram Sharma,
Vice Chairman, U.P. Fruit Development
Board, Bahika Basti, Agra.
13. Shri S.D.D. Nichols Roy,
Managing Director
The United Fruit Co., Ltd.,
Shillong, Assam. (India)

Representatives of fruit and
vegetable growers.

Clause 3 (1) (f)

Member Secretary :

14. Shri P. H. Bhatt,
Senior Marketing Development Officer,
Fruit Products,
Directorate of Marketing & Inspection,
Nagpur.

[No. F. 4-78/58 -AM].

V. S. NIGAM, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 28th January 1959

S.O. 302.—Whereas Dr. A. S. Sen has been nominated to represent the Delhi Administration on the Drugs Consultative Committee, the Central Government in pursuance of section 7 of the Drugs Act, 1940 (23 of 1940), hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F. 1-3/47-D(II), dated the 13th September, 1948, constituting the Drugs Consultative Committee, namely:—

In the said notification, under the heading 'Nominated by State Governments' for entry 14, the following entry shall be substituted, namely:—

"14. Dr. A. S. Sen, Superintendent, Medical Services, Delhi Administration, Delhi".

[No. F. 4-13/58-D.];

New Delhi, the 31st January, 1959

S.O. 303.—In pursuance of sub-rule (d) of rule 2 of the Indian Medical Council Rules, 1957 published with the notification of the Government of India in the Ministry of Health S.R.O. No. 1319, dated the 16th April, 1957, the Central Government hereby appoints the Registrar, Bombay Medical Council, as 'Returning Officer'

for Bombay for the conduct of election of a member to the Medical Council of India under clause (c) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956.

[No. F.5-40/58-MI.]

KRISHNA BIHARI, Dy. Secy.

New Delhi, the 30th January 1959

S.O. 304.—The Central Government having nominated in exercise of the powers conferred by clause (d) of sub-section (2) of section 3 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), Shri P. H. Bhatt, Senior Marketing Development Officer (Fruit Products), Directorate of Marketing and Inspection, Ministry of Food and Agriculture as a member representing that Ministry in the Central Committee for Food Standards, in the vacancy caused by the resignation of Shri V. P. Anantanarayanan, Senior Marketing Officer, Directorate of Marketing and Inspection, Ministry of Food and Agriculture, the following further amendment is made in the notification of the Government of India, in the Ministry of Health, No. S.R.O. 1236 dated the 1st June, 1955, namely:—

In the said notification, for entry No. 5, the following shall be substituted, namely:—

“5. Shri P. H. Bhatt, Senior Marketing Development Officer (Fruit Products), Directorate of Marketing and Inspection, Ministry of Food and Agriculture.”

[No. F. 14-3/59-PH.]

T. V. ANANTANARAYANAN, Under Secy.

New Delhi, the 30th January 1959

S.O. 305.—In exercise of the powers conferred by section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby nominates Shri A. P. Mathur, Under Secretary to the Government of India, as a member of the Delhi Development Authority in place of Shri S. Iftikhar Husain, I.A.S. lately Deputy Secretary to the Government of India and makes the following amendment in the notification of the Government of India in the Ministry of Health No. 12-173/57-LSG, dated the 30th December 1957:—

In the said notification, in item 9, for the entry Shri S. Iftikhar Husain, I.A.S., Deputy Secretary to the Government of India, Ministry of Health, the following entry shall be substituted namely:—

“9. Shri A. P. Mathur, Under Secretary to the Government of India, Ministry of Health.”

[No. F12-173/57-LSG.]

AMAR NATH VARMA, Under Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Indian Posts and Telegraphs Department)

(Office of the Director General Posts and Telegraphs)

New Delhi, the 28th January 1959

S.O. 306.—In pursuance of sub-rule (5) of rule 430 of the Indian Telegraphs Rules, 1951 the Central Government hereby specifies the 16th day of February 1959, as the date on which message rate system will be introduced at Bhavnagar Telephone Exchange.

[No. 11-26/58-PHC.]

K. K. SARAN, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi, the 28th January 1959

S.O. 307.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column 1 of the table below, being gazetted officers of Government, to be estate officers for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column 2 of the said table.

THE TABLE

Designation of Officers	Categories of public premises and local limits of jurisdiction
1	2
1. The Under Secretary, Office of the Military Secretary to the President, New Delhi.	Premises comprising the President's Estates in New Delhi, Simla and Bolarum (Andhra Pradesh).
2. Resident Magistrate, New Delhi.	Premises belonging to the Central Government as are managed by the Land and Development Officer, New Delhi.
3. Additional District Magistrate, Delhi.	(a) Premises belonging to, or taken on lease by, or on behalf of, the Central Government which are under the administrative control of the Delhi Administration. (b) Public premises in the Union territory of Delhi except such of them as are under the administrative control of other estate officers.
4. Estate Officer to the Government of India, New Delhi.	Premises belonging to, or taken on lease or requisitioned by, or on behalf of, the Central Government in Delhi and Simla (except such of them as are under the administrative control of other estate officers or are in the Defence Pool).
5. Estate Manager to the Government of India, Bombay/Calcutta.	Premises belonging to, or taken on lease or requisitioned by, or on behalf of, the Central Government in Bombay/Calcutta except such of them as are under the administrative control of other estate officers.
6. Settlement Commissioner (Government Built Property), Ministry of Rehabilitation, New Delhi.	Premises, being Government built property for displaced persons, under his administrative control.
7. Additional Settlement Commissioner (Sales), Ministry of Rehabilitation, New Delhi.	Premises, being evacuee property in the Union territory of Delhi, forming part of the Compensation pool under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), which are under his administrative control.
8. Managing Officers appointed under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954).	Premises, being evacuee property, forming part of the Compensation pool under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), situated within the local limits of their respective jurisdiction.
9. Shri Joginder Singh Minhas, Administrative Officer, Nilokheri.	Public premises situated within the limits of the Notified Area Committee, Nilokheri, except such of them as are under the administrative control of other estate officers.

I

2

- | | |
|--|---|
| 10. Collectors of Central Excise, Shillong, Bombay, Baroda, Patna, Delhi and Calcutta. | Premises under the administrative control of the Central Excise and Land Customs Department situated within the local limits of their respective jurisdiction. |
| 11. Commissioners of Income Tax, Shillong, Bombay, Ahmedabad, Poona, Delhi, Madras, Simla, Lucknow and Calcutta. | Premises under the administrative control of the Income Tax Department situated within the local limits of their respective jurisdiction. |
| 12. Collectors of Customs, Bombay, Cochin, Calcutta and Madras. | Premises under the administrative control of the Customs Department situated within the local limits of their respective jurisdiction. |
| 13. (a) Post Masters General, Bombay, Lucknow, Calcutta, Madras, Nagpur, Ambala and Patna.
(b) Directors of Posts and Telegraphs, Cuttack, Shillong, Kurnool, Jaipur, and Hyderabad.
(c) General Managers (Telephones), Calcutta, Bombay and Madras. | Premises under the administrative control of the Posts and Telegraphs Department situated within the local limits of their respective jurisdiction. |
| 14. Controllers of Aerodromes, Calcutta, Bombay, Madras, and Delhi. | Premises under the administrative control of the Civil Aviation Department situated within the local limits of their respective jurisdiction. |
| 15. Director General of Observatories, New Delhi. | Premises under the administrative control of the Meteorological Department. |
| 16. (a) Directors, Overseas Communications Service, Calcutta, New Delhi, Bombay and Poona.
(b) Engineers-in-Charge, Overseas Communications Service, Madras and Dhond. | Premises under the administrative control of the Overseas Communications Service situated within the local limits of their respective jurisdiction. |
| 17. (a) Managers, Telegraph Workshops, Calcutta, Jabalpur and Bombay.
(b) Manager of Telephone Workshops, Bombay | Premises under the administrative control of the Posts and Telegraphs Workshops Organisation situated within the local limits of their respective jurisdiction. |
| 18. Senior Deputy General Manager, Central Railway, Bombay. | Premises under the administrative control of the Central Railway. |
| 19. Senior Deputy General Manager, Eastern Railway, Calcutta. | Premises under the administrative control of the Eastern Railway. |
| 20. Senior Deputy General Manager, Northern Railway, New Delhi. | Premises under the administrative control of the Northern Railway. |
| 21. Senior Deputy General Manager, Southern Railway, Madras. | Premises under the administrative control of the Southern Railway. |
| 22. Senior Deputy General Manager, South Eastern Railway, Calcutta. | Premises under the administrative control of the South Eastern Railway. |
| 23. Senior Deputy General Manager, Western Railway, Bombay. | Premises under the administrative control of the Western Railway. |
| 24. Deputy General Manager, North Eastern Railway, Gorakhpur. | Premises under the administrative control of the North Eastern Railway. |
| 25. Deputy General Manager, North East Frontier Railway, Pandu. | Premises under the administrative control of the North East Frontier Railway. |
| 26. (a) General Manager, R.S.S. Division, Sambhar Lake.
(b) Deputy Salt Commissioner, Bombay, Madras and Mandi. | Premises under the administrative control of the Salt Department situated within the local limits of their respective jurisdiction. |
| 27. Administrative Officer, Directorate of Marketing and Inspection, Nagpur. | Premises under the administrative control of the Directorate of Marketing and Inspection. |
| 28. Superintendent, Delhi Zoological Park, New Delhi. | Premises under his administrative control. |
| 29. Farm Superintendent, Central Rice Research Institute, Cuttack. | Premises under his administrative control. |
| 30. Accounts Officer, Central Potato Research Institute, Simla. | Premises under the administrative control of the Potato Research Institute. |
| 31. Assistant Administrative Officer, Indian Veterinary Research Institute, Izatnagar, Mukteswar. | Premises under the administrative control of the Indian Veterinary Research Institute. |

I

2

- | | |
|--|--|
| <p>32. Assistant Administrative Officer, National Dairy Research Institute, Karnal.</p> <p>33. Chairman, Central Tractor Organisation, New Delhi.</p> <p>34. Officer-in-Charge, Tractor Training Centre, Bundi.</p> <p>35. (a) Deputy Director, Eastern Circle, Survey of India, Calcutta.</p> <p>(b) Deputy Director, Southern Circle, Survey of India, Bangalore.</p> <p>(c) Deputy Director, Western Circle, Survey of India, Abu.</p> <p>(d) Officer Commanding, No. 12 Party, Survey of India, Shillong.</p> <p>(e) Deputy Director, Map Publication, Survey of India, Dehra Dun.</p> <p>(f) Director, Air Survey and Training Directorate, Survey of India, Dehra Dun.</p> <p>(g) Deputy Director, Northern Circle, Survey of India, Dehra Dun.</p> <p>36. (a) Assistant Manager (Adm.) Government of India Press, Nasik Road.</p> <p>(b) Assistant Manager (Tech.) Government of India Press, Faridabad.</p> <p>37. Shri R.P. Bharadwaj, I.A.S., Senior Deputy Commissioner, Municipal Corporation of Delhi.</p> <p>38. Shri R.L. Sharma, P.C.S., Executive Officer, Delhi Development Authority.</p> <p>39. Shri A.R. Malhotra, I.A.S., Chairman, New Delhi Municipal Committee.</p> <p>40. District Magistrate and Collector, Agartala.</p> <p>41. (a) District Magistrate, Manipur</p> <p>(b) Sub-Divisional-Officers in the Union territory of Manipur.</p> | <p>Premises under the administrative control of the National Dairy Research Institute.</p> <p>Premises under his administrative control.</p> <p>Premises under his administrative control.</p> <p>Premises under the administrative control of Survey of India Department situated within the local limits of their respective jurisdiction.</p> <p>Premises under the administrative control of the Printing and Stationery Department situated within the local limits of their respective jurisdiction.</p> <p>Premises belonging to the Municipal Corporation of Delhi.</p> <p>Premises belonging to the Delhi Development Authority whether such premises are in the possession of or leased out by, the said Authority.</p> <p>Premises belonging to the New Delhi Municipal Committee.</p> <p>Public premises in the Union territory of Tripura except such of them as are under the administrative control of other estate officers.</p> <p>(a) Public premises in the Union territory of Manipur except such of them as are under the administrative control of other estate officers.</p> <p>(b) Public premises situated within the local limits of their respective jurisdiction except such of them as are under the administrative control of other estate officers.</p> |
|--|--|

[No. 14/658-Acc.]

R. F. ISAR, Joint Secy.

MINISTRY OF REHABILITATION
(Office of the Chief Settlement Commissioner)

New Delhi, the 30th January 1959

S.O. 308.—In exercise of the powers conferred under Rule 11-D(1) of the Evacuee Interest (Separation) Rules, 1951 (No. 64 of 1951), the Central Government hereby appoints Shri Ram Prasad, Assistant Settlement Commissioner-cum-Deputy Custodian of Evacuee Property (Rural), Delhi, as Sales Officer for the purpose of conducting sale of rural composite properties in Delhi.

[No. 27(20)-Admn. (Prop)/58.]

M. L. PURI, Settlement Commissioner
(Admn.) & *Ex-Officio* Under Secy.

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 28th January 1959

S.O. 309.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri Ramchandra Narayandas Rathi to be an Inspector for the whole of the State of Madhya Pradesh for the purposes of the said Act and of any Scheme made thereunder, in relation to an establishment belonging to, or under the control of, the Central Government or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. PF-I/31(548)59.]

P. D. GAIHA, Under Secy.

New Delhi, the 30th January 1959

S.O. 310.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Malkera Choitudih Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 32 OF 1958

PARTIES:

Employers in relation to the Malkera Choitudih colliery.

AND

Their workmen

Dhanbad, the 19th January 1959

PRESENT

Shri Salim M. Merchant, B.A.L.L.B.—*Chairman.*

APPEARANCES:

Shri S. S. Mukherjee, Advocate, with Shri G. Prasad, Chief Personnel Officer—*for Messrs. Tata Iron and Steel Co., Ltd.*

Shri D. Narsingh, Advocate, with Shri Habib Mia—*for the Contractor.*

Shri D. L. Sen Gupta, Advocate, with Shri S. Das Gupta, Secretary and Shri B. N. Sharma, Executive Committee Member of the Colliery Mazdoor Sangh—*for the workmen.*

State: Bihar.

Industry: Coal.

AWARD

The Government of India, Ministry of Labour and Employment, by its Order No. L.R. II/2(85)/55, dated the 22nd May, 1958, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947) was pleased to refer to me for adjudication the industrial dispute between the parties above-named in respect of the subject matters specified in the following schedule to the said order:—

SCHEDULE

"Whether the services of Sarvashri S. A. Hamid (Clerk), Mohbubali (Incharge), Md. Osman (Munshi), Md. Shafi (Munshi), Reajul Hussain (Munshi), Reasat Hussain (Chaprasi), Puran Shaw (Chaprasi) and Kishon Dosad (Chaprasi, who has since died) were properly terminated with effect from the 1st July 1955 and if not, what relief they are entitled to and from whom, i.e., whether from the company or the Contractor, Shri Habib Mia."

2. After the usual notices were issued on the parties the colliery Mazdoor Sangh, (hereinafter referred to as the Union), filed its statement of claim on 30th June, 1958, to which the Tata Iron and Steel Company Limited (hereinafter referred to as the company), filed its written statement in reply on 17th July, 1958. A written statement was also received from the Contractor Shri Habib Mia (hereinafter referred to as the Contractor), on 24th July, 1958.

3. It is necessary to state that at the hearing of the dispute before me on 9th October, 1958 the Contractor Habib Mia stated that he had no objection to be added as a party to this reference and out of abundant caution a summons was issued adding him as a party under section 18 (b) of the Act and his learned Advocate Shri D. Narsingh waived service of the summons on his behalf.

4. The union in its statement of claim—in which it has described both the company and the Contractor as employers—has stated that the 8 workmen mentioned in the schedule were permanent employees of the Company in the respective posts mentioned against their names; that they were originally directly employed by the Company and later they were transferred to the service of the recruiting contractor Shri Habib Mia; that under the definition of the term "employees" contained in the rule 1(a) of the certified Standing Orders of the Company they were also the employees of the Company; that these 8 workmen were paid their wages both by the Contractor Habib Mia and the company in as much as the basic wages were paid by the Contractor and the dearness allowance, attendance bonus, quarterly bonus, etc. were paid by the company; that the services of the 8 workmen were arbitrarily terminated on 1st July, 1955 without properly following the procedure laid down by the Industrial Disputes Act, 1947; that upon termination of their services as stated above an industrial dispute was raised by the Union which was taken up in conciliation by the Conciliation Officer (Central), Dhanbad, in which it was claimed that either the workmen should be reinstated in service or retrenchment compensation should be paid to them by the employers as provided for in the Industrial Disputes Act, 1947; that in spite of the best efforts of the Conciliator, the conciliation proceedings ended in failure on 17th September, 1955 because of the adamant attitude of the employers; that after the failure of the conciliation proceedings Shri Kanti Mehta, the then Secretary of the Indian National Mine Workers Federation, to which this Union is affiliated, pursued the matter further and made a representation to the Agent of the Company at Calcutta on 26th April, 1956 (Annexure A to the Union's written statement) wherein he suggested that these 8 workmen be paid retrenchment compensation both by the company and the Contractor. Along with that letter he enclosed a copy of a representation which these 8 workmen had addressed to the Secretary, Ministry of Labour, along with a statement giving the particulars of the date of appointment, total period of service the monthly rate of pay including allowances drawn by each of these 8 workmen on the date of their retrenchment i.e. 1st July, 1955, along with the amount each one of them would have been entitled to by way of notice pay and retrenchment compensation (Annexures A1 and A2 to the Union's written statement). The company replied on 3rd May, 1956 stating that the matter was receiving its attention and that it would revert to the subject shortly. However, there was subsequently no response from the management to this application and thereafter the Government referred this dispute to adjudication as stated earlier. According to the Union, the action of the employers in retrenching the services of these 8 workmen was in violation of the principles of natural justice and in contravention of the provisions of the standing orders of the company; that the workmen have been unemployed since their services were terminated. The Union, therefore, has claimed the following alternative reliefs:—

- (1) Reinstatement of the workmen in service with full back wages with effect from 1st July, 1955, or
- (2) Payment of retrenchment compensation in accordance with the provisions relating to retrenchment contained in the Industrial Disputes Act 1947 and for such other reliefs as the Tribunal may be pleased to grant them.

5. The company in its written statement has contended that it has unnecessarily been made a party to the Reference as it is not concerned with the alleged dispute. The company's contention is that the workmen concerned were employed by the contractor for executing the contract works undertaken by him. With regard to the Union's statement that these 8 workmen were originally employed by the company, the company states that nowhere in the records of the company does it appear that the workmen concerned were ever in the employment of the company. The company states that it has no concern with the employment or

dismissal of the employees of the Contractor and that the implication of the term "employees" in its standing orders do not convert a contractor's employee to that of the company; that as per service conditions and understanding with the contractor the management had undertaken to pay dearness allowance to the employees of the contractor and his contract rate was fixed on that consideration, that the contract of the contractor with the company was over with effect from 1st July, 1955 and the contractor in turn terminated the services of the workmen who were his employees; that the workmen well knew and were conscious of the fact that they were the employees of the contractor, as after the termination of their services by the contractor on termination of his contract, the Union by its letter dated 11th August, 1955 had requested the Conciliation Officer to direct the contractor to pay these 8 workmen their retrenchment compensation etc. and one of the workmen had also applied for a job in the colliery under the management of the company (Annexures 1 and 1(A) to the company's written statement). The company contends that it had throughout maintained that these 8 workmen were the employees of the contractor Habib Mia and the management had nothing to do with the termination of their services and was not liable to pay any retrenchment compensation, etc. The company contends that no industrial dispute can be raised by and on behalf of these discharged employees and the present reference is therefore bad in law. The company has thus denied any liability for the reliefs claimed by the workmen

6. Shri Habib Mia, Contractor, in his written statement, raised the preliminary objection that he was not a party to this reference as the Government order describes this dispute as being between "the employers in relation to the Malkera Choitudih colliery" and he was not such an employer. But, as I have stated earlier at the hearing of this dispute on 9th October, 1958 by his consent he was added as a party to the dispute and summoned as such under the provisions of section 18 (b) of the Act and he waived service of the summons on him. In view of this it is not necessary further to deal with the preliminary objection except to point out that the contractor has been specifically referred to in the schedule to the Government order of reference and a copy of the said order was served upon him and the Union also served him with a copy of its written statement of claim.

7. The second legal objection urged in the written statement and argued at the hearing on his behalf by Shri D. Narsingh is that being a recruiting contractor of the Company he was not an employer in relation to any industry in respect of which the Central Government is the appropriate Government and therefore the present reference to this Tribunal by the Central Government so far as it related to him is without jurisdiction and this Tribunal also has no jurisdiction to adjudicate on this dispute as far as he was concerned. In other words, his contention is that the Central Government is not the appropriate Authority under Section 2(a) of the Industrial Disputes Act, 1947 in relation to him as an employer. Now, the term appropriate Government has been defined in Section 2 of the Industrial Disputes Act, 1947 as follows:—

"2. Definitions.—In this Act, unless there is anything repugnant in the subject or context—

(a) "Appropriate government" means

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a banking or an insurance company, a mine, an oilfield or a major port, the Central Government, and

(ii) in relation to any other industrial dispute, the State Government;"

In support of his contention that the Central Government is not the appropriate Government, Shri D. Narsingh, has relied upon the decision of the Calcutta High Court in the case of Carlsbad Mineral Water Mfg. Co. Ltd. Vs. P. K. Sarkar, 1952 (1). L.L.J. p. 488. In that case Carlsbad Mineral Water Mfg. Co. Ltd. was a limited company who were manufacturing soda water and by an agreement entered into with the Governor General in Council acting through the Chief Commercial Manager, East Indian Railway Administration, Calcutta, the company secured a licence for catering rights of providing mineral waters on the East Indian Railway system. An industrial dispute between the company and its

workmen was referred for adjudication by the Government of West Bengal to a State Tribunal. The Company contended that the appropriate Government to refer the dispute was the Central Government and not the West Bengal Government since the company was carrying on an industry authorised by the Central Government. This contention was over ruled by the High Court holding that the industry was one carried on for private benefit of the employees and not on behalf of the Central Government. The Court held that any business carried on by a private person or a limited company cannot be a business carried on by or under the authority of the Government. In my opinion that decision has no application to the facts of the instant case as the Central Government is the appropriate Government for the purposes of this dispute not because this is an industry carried on by or under the authority of the Central Government but because this is an industrial dispute concerning a mine. The appropriate Government, therefore, is the Central Government not because the industry is carried on by or under the authority of the Central Government but because this dispute concerns workmen employed in a coal mine and under the second part of section 2(a)(1), the Central Government is the appropriate Government for all industrial disputes relating to a coal mine. I, therefore, reject this contention and hold that the Government order of Reference is valid and was made with jurisdiction and this Tribunal has jurisdiction to adjudicate upon this dispute.

8. On the merits the contractor's contention is that he was a recruiting contractor for Malkera colliery of the Company and as such he did not employ any workman nor any of the 8 workmen concerned in this dispute, who were all employed by the company. According to him all the workmen recruited by him as recruiting contractor had been recruited for employment under the company and the 8 workmen concerned also used to work under instructions of the Manager and used to report to the management about their work, that the workmen having stated the same thing in para 2 of their statement of claim could have no valid claim against him for reinstatement or compensation as prayed for. His case is that under the terms of his contract with the company he was required to pay the basic wages to the workmen concerned and no other payment including any compensation; that the payment of the basic wages could not make the said 8 workmen his employees as he had never appointed them; that as far as the workmen were concerned the company had been paying to them the provident fund contribution, quarterly bonus, daily cash attendance allowance and was also giving them free ration besides providing them with free quarters as in the case of all other employees of the company and that the basic wages were paid by him in terms of his contract with the company but the same were also paid on the musters maintained by the company. His case is that the services of the 8 workmen had been lent to him by the company on transfer and that after the abolition of his last contract on and from 1st July, 1955 these workmen automatically reverted to the company under whom they had been serving since long before he had been given the labour recruiting contract; that in the case of other contractors who had preceded him, the company had automatically continued the workmen of those contractors in past service. He further contends that he has no liability to pay any retrenchment compensation and the liability rests with the company and not with him. He further contends that the termination of the services of these workmen on 1st July, 1955 so far as he is concerned had not amounted to retrenchment under the Industrial Disputes Act, 1947 as it then stood as interpreted by the Hon'ble Supreme Court as their services must be deemed to have been terminated on account of the closure of his business on the abolition of his contract on 1st July, 1955; that no claim for reinstatement can lie against the contractor since his contract was abolished with the company so far back as on 1st July, 1955. He, therefore, denies all liabilities under the present Reference.

9 Before formulating the issues that arise from these pleadings of the parties I may dispose of the case relating to Kishon Dosad Chaprasi, who is the last named of the 8 workmen under reference and who as stated in the schedule to the order of reference, and as admitted at the hearing, died subsequent to the termination of his service on 1st July, 1955, but about a year before the date of this Reference by Government. It was urged both on behalf of the company and the contractor that since Kishon Dosad had died before the order of reference was made by Government, no industrial dispute can lie with regard to him. In other words, the contention is that no industrial dispute can be raised in respect of the claim of a dead person. This contention must be upheld. It has been held by the Labour Appellate Tribunal of India, Calcutta, in the case of Rahat Hussain and 5 others—Appellants, Vs. Messrs. Lipton Limited (1954-L.A.C. p. 90) that the cause of a workman can be taken up by other workmen but the latter can continue to represent the former only so long as he has lived and that the dispute centering round him ceases to be an industrial dispute

after his death and the heirs of the deceased workman drop out of the picture. In that case the Appellate Tribunal followed an earlier decision of its own in the case of Mazdour Union Sugar Factory, Biswan Vs. Sakseria Biswan Sugar Factory (1952-L.A.C. p. 294). In view of this position in law, the dispute in respect of Kishan Dosad Chaprasi cannot be entertained and the contention of Shri D. L. Sen Gupta the learned Advocate of the Union, that his heirs should be brought on record cannot be entertained.

10. On these pleadings of the parties the following questions fall for determination:

- (1) whether a relationship of employer and employees is established between the company and these 8 workmen or whether they are the employees of both the company and the contractor or only of the contractor;
- (2) whether the service of these 8 workmen were properly terminated; and if not
- (3) what relief are they entitled to and from whom i.e. the company of the contractor.

11. At the hearing the Union led the evidence of Shaikh Abdul Hamid (W.W.-1), the oldest of the 8 employees under reference and the company led the evidence of 3 witnesses viz. S. D. Narain Singh, who was the Manager of the Malkera colliery at the time when the services of these 8 workmen were terminated on 1st July 1955 (E.W.-1), Arabindo Dutta, a Clerk of Digwadih colliery (E.W.-2) and Ram Nath Sharma, the present Agent of Sijua and Malkera collieries of the company, who was for sometime Manager of the Malkera colliery (E.W.-3). The contractor Habib Mia did not step into the witness box nor was any evidence led on his behalf. Besides the union and the company filed a number of documents at the hearing with which I shall deal presently.

12. In considering the first issue it is necessary first to see what was the nature of the contract which the company gave to Habib Mia, the contractor. It is admitted that the first contract which Habib Mia got from the company was in the year 1943 when he got a raising contract for one of the collieries of the company. The company has filed a copy of its letter dated 18/19th December 1945 by which Habib Mia was given the raising contract at the Choitudih colliery No. 1 and companion incline for a period of one year from 1st February 1946 [Ex. E-1(1)] and his letter dated 1st January 1946 in acceptance of that contract [Ex. E-1(2)]. The company has also filed a copy of its notice dated 4th August 1951 inviting tenders for recruiting miners on commission basis for the Malkera Choitudih colliery [Ex. E-1(3)]. It is admitted that this contract was terminated by the company with effect from 1st July 1955, and that it was the termination of this contract which led to the retrenchment of these 8 workmen. The company has not filed the letter of acceptance from the contractor but it is admitted that it was under this tender that Habib Mia was appointed recruiting contractor for miners and loaders for the Malkera Choitudih colliery on commission basis. The relevant clauses of this tender notice for the determination of the first issue are paragraphs 5, 6, 11, 12 and 13. Clause 5 of the tender notice provides that the contractor may employ a reasonable staff required for his work (underlining mine) subject to the approval of the management of the colliery, and for his having to pay the basic wages of such employees at rates not exceeding those fixed by the company for similar categories and for the company having to pay them dearness allowance and attendance bonus as per rules in force. Clause 6 provides for the recruiter to maintain proper accounts in regard to the wages paid to his employees and account books to be maintained in such a condition that they may be inspected and checked without any trouble by the company's officials. Clause 11 provides for the contractor and his workmen being subject to the Coal Mines Act and its regulations and the departmental rules of the company as also the reasonable instructions of the Superintendent of the Colliery. Clause 12 provides for the regular attendance of the contractor and his workmen at work and for some one to be in attendance and responsible for the execution of the contract work during the contractor's absence. Clause 13 provides that a normal production of 16,000 tons is expected each month and in the event of the production falling below this figure, the contractor would not be entitled to any commission. It is admitted that Habib Mia got a commission per ton of coal raised by the workmen, miners and loaders, whom he had recruited for this contract work and they were treated as the direct employees of the company. The dispute is only with regard to these 8 workmen who are workmen of other categories of whom S. A. Hamid (W.W.-1) was a clerk, Mahhoob Ali was an underground in-charge, Mohd. Osman, Mohd. Shaffi, Reajul Hussain, were munshis and Reusat Hussain, Puran Shaw, and Kishan Dosad (now deceased) were chprassis, as shown in the Annexure A-2 to the Union's statement of claim, the correctness of which is admitted. The company's case is

that these 8 workmen were employed by the contractor Habib Mia for doing his work in relation to the contract which he had taken from the company and they were doing his work and not any work of the company, which had its own workmen of these categories in the Malkera Choitudih colliery.

13. The union on the other hand contends, and in this contention they are supported by the Contractor, that these 8 workmen were the employees of the company and were under its management and control. The union in support of this contention has relied upon the evidence of its witness Sk. Abdul Hamid (W.W.-1) and the documents which were filed through him. However, in his cross-examination by Shri S. S. Mukherjee, the learned Advocate for the company, this witness admitted that he and the remaining 7 workmen concerned in this reference were looking after the work in connection with the Habib Mia's contract in the colliery. The company has relied upon the pay sheets [Ex. E-2(1)] which were prepared by the contractor's clerk and the attendance recorded therein was checked by the company's officers. These pay sheets are only in respect of these 8 workmen and none of the company's other workmen are shown in these pay sheets. In my opinion, the fact that these pay sheets were checked and signed by the officers of the company does not establish that these 8 workmen were employed by the company. Under clause (6) of the tender notice, it was the duty of the Contractor to maintain proper registers and accounts of payment to be made to "his employees". Even otherwise, under the Mines Act and its Regulations the company is responsible to see that the contractor pays the wages to his workmen. It was therefore, necessary for the company to supervise the payment by the contractor of the basic wage to the workers employed by him. The union has also relied on:—

- (1) Registers weekly allotment of miners quota which was written by Sk. Abdul Hamid, who was doing the work of a clerk for the contractor (Ex. W-B).
- (2) Register of stores issue containing entry from 23rd October 1951 to 30th April 1954, (Ex. W-C).
- (3) Register of daily underground working report written by Mahboob Ali, who was the in charge (Ex. W-D).

which all bear the signatures of the Manager and the Assistant Manager of the colliery. They argued on the strength of these documents that they were under the control and direction of the company and not of the contractor and they also did work of the company. The company's case is that these registers, Exhibits W-B, W-C and W-D, were maintained for the contractor by the contractor's staff but were checked by the company's officials as under the Mines Act, the Manager of the colliery is responsible for the control, management and direction of all persons employed in that mine. This has been confirmed by the evidence of the company's witness Ram Nath Sharma (E.W. 3) who was Manager of the Malkera Colliery for some years during the period of Habib Mia's last contract.

14. On the evidence, both oral and documentary, it appears to me that there is substance in the company's contention that these 8 workmen were employed by the contractor for the purpose of his work connected with the commission contract which he had been given. All the miners recruited by Habib Mia were direct employees of the company and were treated as such but for the purposes of his contract Habib Mia required a clerk, an underground in charge, certain munshis and chaprasis to see that the labour recruited by him gave the maximum raisings as he was being paid a commission per ton of the coal raised by the miners recruited by him and he had clearly engaged these 8 workmen in connection with the clerical and other work connected with his contract. This is supported by the admission in cross-examination by the union's witness, Shaikh Abdul Hamid (witness W.W. 1) that he and the remaining 7 workmen concerned in this dispute were looking after the contractor's work. It has been contended on behalf of the contractor as also of the workmen that under clause (5) of the tender notice the sanction of the company was necessary before Habib Mia could employ any workmen, the workmen so engaged by Habib Mia had become the employees of the company. The language of clause (5) which states that, "the recruiter may employ a reasonable staff required for his work" (underlining mine) clearly shows that these workmen were to be engaged by Habib Mia for his work. The approval of the Superintendent of the colliery was necessary because the company was making itself liable to pay the dearness allowance and attendance bonus of the workmen so engaged by Habib Mia and also as it had certain responsibilities with regard to these workmen under the Mines Act and its Regulations, but that would not mean that it

was the company who had engaged or employed these workmen. It is admitted, as stated by the company's witness Ram Nath Sharma (E.W.-3), who was the Manager of the Malkera colliery from May 1950 to November 1952, that the company had direct employees of its own of the same categories as of these 8 workmen. I think there is substance in the company's argument that these 8 workmen were employed by the contractor because he was interested in higher raising on which depended the commission which he earned. Company's witness Shri Ram Nath Sharma (E.W.-3) has also indicated the difference in the duties of the Munshis appointed by Habib Mia and the Munshis engaged by the company. According to him the Munshis of the company had to record attendance of all the miners and trammers in his area and to distribute empty tubs for loading to the miners. The company's munshis also report the raisings, attendance of miners and trammers to the office, so that the number of miners does not exceed the sanctioned strength. The contractor's munshis on the other hand have not to perform any of these duties. Their only duty was to see that the miners who were recruited by the contractor got the facilities of the empty tubs and also working faces and that when the contractor's Munshis found that the miners were not getting those facilities, they had to report to the company's munshis or other officers. Though he did not produce the record of the company to prove this he stated this from his personal knowledge and I am inclined to accept his statement. If the company had required additional workmen of these categories for its work, it would have appointed them as its direct employees. It is also difficult to understand why if these 8 workmen were doing the company's work and were employees of the company, the contractor should have agreed to pay the basic wage part of their wages. In my opinion, these workmen were employed by the contractor for his contract work and these workmen also considered themselves as his employees, as immediately after the services of these 8 workmen were terminated on 1st July 1955, the union in its letter of 11th August 1955 addressed to the Conciliation Officer had made a claim for payment of retrenchment compensation only against Habib Mia and there was not a word in that application that they were the employees of the company. (Annexure 1 to company's written statement). It is also significant that Mehboob Ali, underground supervisor of Habib Mia on 9th August 1955 had made an application to the company stating that he was working as an underground supervisor of Habib Mia and requesting the company to offer him any job under its kind control (Annexure A-1 to the company's written statement). Surely, such an application would not have been made if they were employees of the company whose services had been transferred to the contractor as now alleged. These two documents indicate that these workmen considered themselves as the workmen exclusively employed by the contractor and not workmen employed by the company, and negative the suggestion that they were employees of the company whose services had been transferred to the contractor.

15. It is further significant that the union in its statement of claim had nowhere stated that the services of these 8 workmen were terminated by the company. It was only at the stage of the hearing of this dispute that for the first time an allegation was made that Shri S. N. Singh, the then Manager of Malkera colliery, had also told these workmen that their services were terminated. The company has examined Shri Singh and he has specifically denied that he told Sk. Abdul Hamid (W.W.-1) or any of the other 7 concerned workmen that their services were terminated. In the absence of any such statement in the written statement or in the letters addressed to the Conciliation Officer by the Union, I am inclined to feel that this allegation was an after-thought made with a view to establish a claim against the company.

16. Now, the union in its written statement has taken up the position that all these 8 workmen were direct employees of the company and were subsequently transferred to the contractor. The company in its written statement has stated that nowhere in the records of the company does it appear that these 8 workmen were ever in the employment of the company or that they were transferred to the contractor. Though from the evidence of W.W.-1 it does appear that he and four other of these 8 workmen were working in the collieries of the company prior to their having started to work under the contractor, there is not sufficient evidence to establish that the company had transferred them from its service to work under the contractor. Of these 8 workmen four joined service after Habib Mia was given the first contract by the company in 1943. The company's case is that in 1939 it had got prepared the ticket numbers and service cards for its direct employees in its various collieries. It was admitted in cross-examination by Sk. Abdul Hamid (W.W.-1) that no ticket numbers and service cards were maintained for these 8 workmen. In support of this contention the company has led the evidence of Shri A. Dutta (E.W. 2) a clerk of its Personnel Department, who had been in service of the company since 1937 and he stated that in respect of none of the 8 workmen concerned in this dispute were ticket numbers and service cards

prepared by the company. In 1939 when service cards were prepared each employee of the company was questioned and service cards were prepared after ascertaining from each workman the particulars of his name, age, place, residence etc. No doubt these are loose cards and there is no system of maintaining service cards in any file and the ticket numbers are mentioned only in the service cards, but all the same it is significant that none of these workmen had got ticket numbers allotted to them or service cards prepared for themselves which would have been the case if they had been direct employees of the company.

17. In my opinion on the state of evidence as on the record, the union has not been able to establish its case that all these 8 workmen were originally direct employees of the company whose services were transferred to the contractor by the management.

18. Shri Mukherjee has urged that the contractor's men are not workmen as defined by Section 2(s) of the Industrial Disputes Act, 1947, which excludes from its purview a workman employed through the contractor and contemplates only direct recruitment of labour. He has for that proposition relied upon the decision of the Labour Appellate Tribunal in Appeal Cal. 213 and 214 of 1952 (1953 L.A.C. P-590) in the case of the Goenka Mills. But that case turned upon construction of the agreement between that company and its contractor and it was clear from the terms of the contract that the management could exercise no control or supervision on any of the three categories, whose labour was supplied by the contractor. But in this case from the contract it does appear that the management was to exercise some control and direction and the question is whether such control and direction made the 8 workmen under reference the workmen of the company.

19. The union in its written statement of claim has urged that these 8 workmen were also employees of the company under its standing order 1(a). Now, the effect of Rule 1 of the company's standing orders *vis-a-vis* the contractor's men, had come in for consideration in an earlier dispute before my learned predecessor Shri L. B. Dave in application No. 63 of 1953 arising out of Reference No. 34 of 1951 and Reference No. 6 of 1952. That was a complaint filed under section 33A of the Industrial Disputes Act, 1947 by Shri Ram Chandra and 3 other workmen employed by a contractor of the Tata's Digwadih colliery, who had terminated their services. It is important to note that like the 8 workmen in this case these other 4 workmen were also paid their basic wages by the contractor and their dearness allowance, attendance bonus etc. was paid by the company. It was contended on behalf of the workmen in that case relying on Rule I of the standing orders of the company that they were employees of the company and as an industrial dispute was pending between the company and its workmen their dismissal by the contractor was illegal as no permission of the Tribunal had been obtained, as required by Section 33 of the Act. In dealing with that contention the Tribunal held that the effect of Rule I of the company's standing order was that they were employees of the company for the purposes of the standing orders only and that that did not make them employees of the management for all purposes and that as they were discharged by the contractor no action could lie against the company. From that order there was an appeal to the Hon'ble Labour Appellate Tribunal at Calcutta, being Appeal No. Cal. 45 of 1954 in which it was held that the company's object in framing Rule I of the standing orders was to have control over all the employees whether employed by itself or by its contractors and that on the basis of Rule I of the standing orders it could not be held that the contractor's workmen were employees of the company (1955-L.A.C. p. 580 at page 582).

20. Shri Mukherjee, the learned Advocate for the company, has also relied upon the decision of a special Bench of the Labour Appellate Tribunal in Appeal No. 312 of 1951—Chota Nagpur Coalfield Workers Union—Appellants Vs. the management of State Railway Collieries, Respondents (1953-L.A.C. p. 405). In that case the manager of a State colliery working through a contractor suspended a workman under the contractor for a misconduct. It was argued that this showed that the Government was the employer. In negating this contention, it was held that the Manager of the colliery had acted in performance of his statutory duties under the Indian Mines Act 1923 and paragraph 143 of the Coal Mines Regulations and that that did not show that the Government was the employer.

21. On the authority of the judgements in these two cases, this contention of the union must be negated. Simply because Rule I of the Standing Orders of the company defines "employees" to include employees of the contractor it cannot be held that these 8 workmen were the employees of the company for the purposes of the claim put forward by the union.

22 The Union has mainly relied upon the judgment of the Hon'ble Supreme Court in the case of the Punjab National Bank Ltd. (1955—I.L.L.J. p. 688) for its contention that the company was the employer of these 8 workmen. In that case the Bank had employed contractor treasurers under a contract under which the treasurers were styled as contractor treasurers. Upon a construction of the terms of that contract the Hon'ble Supreme Court held that as the Contractor treasurers were under the complete control and direction of the Bank and they had to take orders from day to day as regards the cash balance and other cognate matters relating to the safe custody of cash, valuable documents etc. they must be regarded only as employees of the Bank. It was further held that if the treasurers relation to the Bank was that of a servant to a master, simply because the servants (treasurers) were authorised to appoint and dismiss the ministerial staff of the cash department, this would not make the employees of the cash department independent of the Bank. Their Lordships observed:

"If a master employs a servant and authorises him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for a cash consideration, the employees thus appointed by the servant would be, equally with the employer, servants of the master."

23. Now, with regard to this part of the judgment, the Union has argued that as under clause 5 of the contract between this company and the contractor, the appointment of these 8 workmen by the contractor had been subject to the approval of the company and as under clause 6 of the contract the contractor had also to maintain certain records as required by the company and as the company was paying to these workmen their dearness allowance, attendance bonus, quarterly bonus, and was contributing to their provident fund accounts and was also providing them with quarters and electric lights and as their work was also controlled by the company, the contractor must be deemed to be an employee of the company. But it must be remembered that this was not the case of the union in its written statement, wherein, as I have pointed out earlier, the Union claimed that these 8 workmen were the employees of the company because they had first joined service as direct employees of the company and had later been transferred to the contractor and secondly because under the definition of the term "employees" as contained in Rule I of the Standing Orders of the company, these 8 workmen were workmen of the company. It was only at a much later stage in the case, when the company's witness (E.W.-1) was cross-examined by the learned Advocate for the union that for the first time a suggestion was made that Habib Mia—the contractor—was an employee of the company which that witness denied. In this case therefore the union had not pleaded that these 8 workmen were the employees of the company, because, they had been employed by the contractor, who was a servant of the company. As held by the Hon'ble Supreme Court in the case of J. K. Iron & Steel Company Ltd. and Iron & Steel Mazdoor Union and others (1956-I-L.L.J. p. 227) a Tribunal when adjudicating a dispute must confine itself to the real questions that arise out of the pleadings of the parties. The Union not having pleaded in its statement of claim that these 8 workmen were the employees of the company because the relationship of Habib Mia with the company was that of a master and a servant and because they were the employees of the servant of the company i.e. the contractor Habib Mia, they were also the employees of the company, it cannot now be heard in support of this new case sought to be made by them at the hearing. Even otherwise, I am not satisfied that on the facts and circumstances of the case and upon a consideration of the terms of the contract between the company and the contractor that it can be said that the relationship of master and servant had been established between the company and the contractor. As pointed out by the Hon'ble Supreme Court in the Punjab National Bank's case the question as to whose employee a particular person was has to be determined with reference to the facts and circumstances of each individual case. Reading the terms of the contract with some care there is no doubt in my mind that Habib Mia was an independent contractor who was to be paid a commission on the labour recruited by him. The control which the company exercise over Habib Mia and over these 8 workmen, was in discharge of its statutory obligations under the Mines Act and its Regulations. On an anxious consideration of the facts and circumstances of the case, I am of the opinion that it cannot be said that the relationship between the company and the contractor Habib Mia was that of a master and servant and the claim of the Union that these 8 workmen were employee of the company because Habib Mia was a servant of the company cannot be upheld.

24. In the Punjab National Bank's case it was further held that it is not always correct to say that persons appointed and liable to be dismissed by an independent contractor can in no circumstances be the employees of the third party. Their Lordships held that the determining factor is as to which party

had control over the workmen as to how they would do their job from time to time. The test is as to which party controls and directs the work of the particular workmen. Relying on this part of the judgment in the Punjab National Bank's case, it was argued on behalf of the Union, relying upon clauses 5 and 6 of the terms of the tender notice [Ex. W-E(1-3)] and the fact that the company used to pay these workmen their dearness allowance and used to pay their provident fund contribution and also provide them with free quarters, their attendance and quarterly bonus and used to sanction their leave and also charge sheet them for misconduct, that it was the company that had direction and control over the manner in which these workmen did their work and therefore they were the employees of the company. There is no doubt that the company did exercise a certain amount of control and direction over the work done by these 8 workmen. But, this was so because under the Mines Act and its regulations certain statutory responsibility is cast on the company, over all workmen working in the mine owned by it—irrespective of whether such workmen were its direct employees or the employees of the contractor. I am of the opinion that the control and direction which the company exercised over the work of these 8 workmen arose from the particular nature of the industry and under the statutory obligations imposed upon it by the Mines Act and the Regulations and bye-laws under it. Such control cannot make them the employees of the company.

25. Certain statutory obligations are imposed upon the manager of a colliery under The Mines Act, 1952 and the Regulations framed thereunder. Section 17 of that Act provides that, "every mine shall be under one manager who shall have the prescribed qualifications and who shall be responsible for the control, management and direction of the mine, and the owner or agent of every mine shall appoint himself or some other person, having such qualifications, to be such manager." Section 18 defines the duties and responsibilities of owners, agents and managers and enjoins amongst others on the manager, the responsibility of seeing that all operations carried on in connection with the mine are conducted in accordance with the provisions of the Act and of the Regulations, Rules and bye-laws and of any orders made thereunder; that in the event of any contravention of such provision by any person whatsoever, the owner, agent and manager of the mine shall be deemed also to be guilty of such contravention unless he proves that he had taken all reasonable means by publishing and to the best of his powers, enforcing such provisions to prevent such contravention. Section 48 of the Act deals with the registration of employees and enacts that for every mine there shall be made and placed a register of all persons employed in the mine showing in respect of each such person, the nature of his employment the period of work fixed for him, the interval of rest if any to which he is entitled the days of rest to which he is entitled and where work is carried on by a system of relays the relay to which he belongs. The entries in the register prescribed by sub-section (1) shall be such as to show that the workers were not working or not made to work in contravention of any of the provisions of Chapter VX of the Act. It further provides that no person shall be employed in a mine until the particulars required by sub-section (1) have been recorded in the Register in respect of such person and no person shall be employed except during the period of work shown in respect of him in the register. The Indian Coal Mines Regulations contain provisions to the effect that every person shall strictly comply with all lawful orders issued by the manager or such other official as may be empowered by the manager to issue the same. Thus a duty is imposed on the manager of every coal mine to see that the attendance of persons employed in the mine were recorded in the attendance register. Under Section 2 clause (h) of the Mines Act, a person employed in a mine is defined as "any person who works under appointment by or with the knowledge of the manager, whether for wages or not, in any mining operation; or in cleaning or oiling any part of any machinery used in or about the mine or in any other kind of work whatsoever, incidental to or connected with mining operations." The phrase "or with the knowledge of the manager" is used in contradiction of and as an alternative to the phrase "under appointment" and therefore 'any person' employed in a mining operation would include a person who is employed in mining operation "with the knowledge of the manager" and who is not an employee of the Administrator (in the instant case of the company) but of a contractor". (1953 L.A.C. pages 411 and 412).

It will thus be seen that under the Mines Act and its Regulations and bye-laws the manager of a colliery is responsible for the control, management and direction of all persons employed in a mine, whether they be direct employees of the company or employees of the contractor. The manager of the colliery (EW. 3) has stated that to that extent these 2 workmen were under his direction and control. Thus, this control and direction was imposed by a Statute and cannot for that reason make these 8 workmen the employees of the company.

26. It was urged on behalf of the contractor that when similar commission contract of other contractors in this and some other collieries of the company were terminated, such employees were continued by the company which showed that the contractor's employees were always treated as company's employees and continued in service as such after the contract. In particular he referred to the contractors, Sarang and Andrews, Ambika Singh and Hem Chandra Banerjee and Mahboob Khan. The position with regard to these contractors' men was clarified by the company's witness Ram Nath Sharma (E.W. 3) who stated that when the contract of Hem Chandra Banerjee and Mahboob Khan in the company's Digwadih colliery was terminated only one of the clerks employed by these contractors was taken in service of the company and that too for a temporary period on his making an application for employment in that post to the company [Ex. E-(1)-4]. With regard to Ambika Singh, who was a contractor in the Sijua colliery, the witness stated that of the 10 workmen employed by this contractor only 3 subsequently joined the service of the company, one as general mazdoor and the other two as tub-checkers. I accept the evidence of this witness. This evidence, if anything shows that even other commission contractors used to employ certain categories of workmen for their contract work and that these workmen were not treated as company's employees as on termination of the contract in a few cases some of these employees were given employment in the company on their making applications for such employment.

27. I therefore, hold on the first issue that these 8 workmen were the employees of the contractor and not of the company nor of both the company and the contractor. I am also satisfied that their services were terminated not by the company but by the contractor when his commission contract with the company came to an end on 1st July 1955. In the result, the workmen have no claim against the company.

28. It is next necessary on the second issue to examine whether the termination of the services of these 8 workmen by the contractor on 1st July 1955 was proper or not as under the terms of the Reference only if their services were not properly terminated, does the third issue of what relief they are entitled would fall for consideration.

29. Now, it is admitted that the services of these 8 workmen were terminated on 1st July 1955 when Habib Mia's contract came to an end. It is argued by the Union that this termination was improper as it had amounted to retrenchment as defined by Section 2(oo) of the Industrial Disputes Act (as it then stood) and the procedure prescribed under Section 25-F of the Industrial Disputes Act, 1947 (also as it then stood), had not been followed. Now retrenchment as defined by Section 2(oo) of the Industrial Disputes Act, 1947 as it stood on 1st July 1955 was as follows:—

"2(oo). Retrenchment means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include....."

Then follow the 3 exceptions but we are not concerned with any of them as it is admitted that none of them apply to this case. Section 25-F, as it stood on 1st July 1955, was as follows:—

"25F. *Conditions Precedent to Retrenchment of Workmen.*—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

Provided that no such notice shall be necessary if the retrenchment is under agreement which specifies a date for the termination of service;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months; and

- (c) notice in the prescribed manner is served on the appropriate government."

On that basis the workmen claim notice pay and compensation at the rate of 1 month's pay for each completed year of service as shown in the statement (Annexure A-2) to the Union's written statement of claim.

30. Now, it is contended on behalf of the contractor that the termination of service of these 8 workmen was not improper, as it was terminated because his contract came to an end and that in any case it had not amounted to retrenchment as defined by Section 2(oo) of the Industrial Disputes Act 1947, as it stood on 1st July 1957, as there was no sending away of surplus workmen and in support it has relied upon the decisions of the Hon'ble Supreme Court in the cases of the Pipraich Sugar Mills Limited and Pipraich Sugar Mills Mazdoor Union (1957-I.L.L.J. p. 235) and the Barsi Light Railway Co. Ltd., Vs. Jaglekar and ors. (1957-I.L.L.J. p. 243). In these two cases the Hon'ble Supreme Court considered the definition of the term "retrenchment" as occurring in Section 2(oo) of the Industrial Disputes Act, 1947, as it stood before its subsequent amendment and held that the expression "for any reason whatsoever" occurring therein could not be interpreted to include the case of discharge of all workmen on account of *bona fide* closure of business and that the term "retrenchment" mean the retrenchment of surplus labour. There is no doubt that in this case the services of all these 8 workmen were terminated by Habib Mia as his contract came to an end on that date and that these were the only 8 workmen whom he had employed for his commission contract with the company—the other miners recruited by him having become the workmen of the company. Thus, the termination of the services of these 8 workmen was in fact discharge of all the workmen employed by Habib Mia on account of *bona fide* closure of his business. It must therefore be held that the termination of their services did not amount to their "retrenchment" as defined by Section 2(oo) of the Act and the procedure prescribed by Section 25F(b) was not required to be observed. The union's contention on this score therefore fails and is rejected and it must be held that the termination of their services was not improper.

31. It was next sought to be argued by Shri Sen Gupta, the learned Advocate for the Union, that even independently of the provisions relating to retrenchment compensation, contained in Sec. 25F of the Industrial Disputes Act, 1947, these workmen should be awarded some relief in the nature of compensation for the long and faithful services which they had put in with the contractor. But it must be remembered that all throughout before the Conciliator and even in its statement of claim, the Union's claim was that these workmen were entitled to retrenchment compensation under Section 25F of the Industrial Disputes Act and the calculation of the amount of compensation payable to each of these 8 workmen as shown in the statement Annexure A-2 is made on that basis. Since, I have held that the termination of their services did not amount to retrenchment as defined by Sec. 2(oo) and that it was not therefore necessary for the contractor to follow the procedure prescribed by Section 25F(b), this alternative claim, cannot be entertained. Even otherwise, such a claim cannot be entertained as the Hon'ble Supreme Court in the case of the Pipraich Sugar Mills Ltd. (1957 I.L.L.J. p. 235 at pages 241 and 242) has disapproved of the decisions of the Labour Appellate Tribunal in the cases of Employees of India Reconstruction Corporation Limited, Calcutta, Vs. India Reconstruction Corporation Limited (1953-L.A.C. 563) and Bennett Coleman and Co. Ltd., Vs. their employees (1954, L.A.C. 24 1954 I.L.L.J. p. 341), where retrenchment compensation was granted on the ground urged by Shri Sen Gupta.

32. Issues Nos. 2 and 3 must therefore be answered against the workmen.

33. In the result, as I have held that the workmen concerned in this reference were not the employees of the company but of the contractor, they are not entitled to any relief from the company and their claim against it fails. Their claim against the contractor—Habib Mia—also fails as I am satisfied that the termination of their services by him was not improper because it did not amount to "retrenchment" as defined by Section 2(oo) of the Industrial Disputes Act, 1947 as that definition stood on 1st July 1955 and it was not necessary for him to have followed the procedure for retrenchment as prescribed by Section 25F(b) of the Industrial Disputes Act also as that section stood on 1st July 1957. Even otherwise they are not entitled to any compensation for the reasons stated in para. 31 of the Award.

34. In the result, the claim of the workmen fails and is dismissed both against the company, as also against the Contractor.

35. No order as costs.

(Sd.) SALIM M. MERCHANT,

Chairman,

Central Government's Industrial Tribunal,

Dhanbad.

DHANBAD;
Dated the 19th January 1959.

[No. LRJI/2(85)/55.]
K. D. HAJELA, Under Secy.

New Delhi, the 31st January 1959

S.O. 311—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following awards of the Industrial Tribunal, Dhanbad, in the matter of applications under Section 33A of the said Act from certain workmen of Selected Jharia Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION NO. 3 OF 1958—IN REFERENCE NO. 14 OF 1958

Re: In the matter of an application under Section 33A of the Industrial Disputes Act, 1947.

PRESENT:

Shri Salim M. Merchant, B.A., LL.B.—Chairman.

PARTIES:

Banshi Bhuia and 122 others, workmen of Selected Jharia Colliery, c/o Indian Mine Workers' Federation, Dhanbad—*Complainants.*

Vs.

Manager, Selected Jharia Colliery, P.O. Jharia, District Dhanbad—*Opposite party.*

Dhanbad, dated the 13th January 1959.

APPEARANCES:

Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha—*for the complainants.*

Shri D. Narsingh, Advocate, instructed by Shri R. B. Singh, Manager, Selected Jharia Colliery—*for the opposite party.*

STATE: BIHAR.

INDUSTRY: COAL

AWARD

This complaint which is under Section 33A of the Industrial Disputes Act, 1947 was filed on the 29th August 1958 during the pendency of Reference No. 14 of 1958 in which both the complainants and the opposite party were admittedly parties concerned.

2. The complaint is that in contravention of Section 33 of the Industrial Disputes Act, 1947 the opposite party had made certain changes prejudicial to the complainants and rendered them idle illegally by terminating their services or otherwise, and that the said action of the opposite party was therefore illegal and was also otherwise unjustified. After the complaint was filed, necessary notice was issued on the opposite party on the 6th October 1958 who filed their written statement in reply, dated the 10th September 1958, after which the complaint was fixed for hearing. After the case was part heard, parties applied for time to negotiate for a settlement, and the hearing was adjourned till the 13th January 1959. At to-day's hearing the parties filed a memorandum of settlement reached between them and prayed that an award be made in terms thereof. A copy of the said memorandum of settlement is taken on file and is annexed hereto and marked Annexure 'A'. As on the facts and circumstances of the case, I am satisfied that the terms of settlement are fair and reasonable, I make an award in terms of Annexure 'A' which shall form part of this award.

3. No order as to costs.

(Sd.) **SALIM M. MERCHANT,**
Chairman,

Central Government Industrial Tribunal,
Dhanbad.

DHANBAD;

The 13th January, 1959.

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD,

APPLICATION No. 3 OF 1958.

UNDER SECTION 33-A OF THE I.D. ACT, 1947.

Arising out of Ref. No. 14 of 1958.

Sri Bansi Bhuiya and 122 others

Vs.

Manager, Selected Jharia Colliery.

MEMORANDUM OF SETTLEMENT

The parties, above-named,

Most respectfully beg to submit as follows:—

- (1) Without prejudice to their respective contentions, the parties, above-named, have arrived at an amicable settlement of the dispute, as narrated in the present application, on the following terms.
- (2) The Management shall pay to the workmen concerned an *ex-gratia* lump sum amount of Rs. 9,350 (Rupees nine thousand, three hundred and fifty) only, to be divided among them individually by 31st January 1959 on a date to be notified by it to Sri Lalit Barman, the duly authorised representative of the workmen herein concerned. Sri Lalit Barman shall determine the amount to be paid to each of the workmen and shall furnish to the Management a statement to that effect, subject to the maximum limit of Rs. 9,350 (Rupees nine thousand, three hundred and fifty) only.
- (3) The Management shall endeavour to absorb the workmen concerned in its service in any vacancies that might occur in their respective categories during the three months following the date of this agreement. Failing such employment, the Management shall, *ex-gratia*, pay to the workmen concerned such sums as stated hereinafter.
- (4) If the management is not able to absorb the workmen concerned, or any of them, till the expiry of three months from the date of this agreement, it shall pay to each of them, and individually, by 30th April 1959, *ex-gratia* an amount equal to what had been paid to them in terms of para. 2 above. Such Workmen shall, thereafter cease to have any claim for employment in the colliery. The date of this payment shall be notified to Sri Lalit Barman who undertakes to advise the workmen accordingly on both occasions of payment.
- (5) Workmen who do not wish to take employment in the colliery shall apply to the management in writing to that effect and shall be entitled to claim the payment of the 2nd instalment as aforesaid within a week from the date of receipt by the management of their request for the same.
- (6) Save and except what has been stated above the workmen have no other claim of any sort on the management, arising out of this application.
- (7) Notwithstanding what has been stated above the management shall have the option of paying the entire sum of Rs. 18,700 (Rupees eighteen thousand and seven hundred) only in one instalment to all the workmen concerned in lieu of their claim for employment. Such payment shall be made to each workman individually by 15th February 1959 on a date to be notified to Sri Lalit Barman by the management.

(8) In the circumstances the parties above-named, jointly pray that this Hon'ble Tribunal may be graciously pleased to give its award in the foregoing terms of this agreement.

And for this the parties shall ever pray.

(Sd') ILLEGIBLE.

Representative of the Managing Director.

The 13th January, 1959.

(Sd.) R. B. SINGH,

Manager, for employers.

The 13th January, 1959.

(Sd') D. NARSINGH, Advocate.

The 13th January, 1959.

(Sd.) LALIT BURMAN,

For workmen.

The 13th January, 1959.

Taken on file.

(Sd.) SALIM M. MERCHANT,

Chairman,

The 13th January, 1959.

Central Government's Industrial Tribunal,
Dhanbad.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION NO. 4 OF 1958—IN REFERENCE NO. 14 OF 1958

Re: In the matter of an application under Section 33A of the Industrial Disputes Act, 1947.

PRESENT:

Shri Salim M. Merchant, B.A., LL.B.—Chairman.

PARTIES:

Dasarath Mistry and 16 others, c/o Indian Mine Workers Federation, Dhanbad—
Complainants.

Vs.

Manager, Selected Jharia Colliery, P.O. Jharia, District Dhanbad—Opposite party.

Dhanbad, dated the 13th January 1959.

APPEARANCES:

Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha—for the complainants.

Shri D Narsingh, Advocate, instructed by Shri R. B. Singh, Manager, Selected Jharia Colliery—for the opposite party.

STATE: Bihar.

INDUSTRY: Coal.

AWARD

This complaint which is under Section 33A of the Industrial Disputes Act, 1947 was filed on the 29th August 1958 during the pendency of Reference No. 14 of 1958 in which both the complainants and the opposite party were admittedly parties concerned.

2. The complaint is that in contravention of Section 33 of the Industrial Disputes Act 1947 the opposite party had made certain changes prejudicial to the complainant, and rendered them idle illegally by terminating their services or otherwise and that the said action of the opposite party was therefore illegal and was also otherwise unjustified. After the complaint was filed, necessary notice was issued on the opposite party on the 6th October 1958 who filed their written statement in reply, dated the 10th September 1958, after which the complaint was fixed for hearing. After the case was partly heard, parties applied for time to negotiate for a settlement, and the hearing was adjourned till the 13th January 1959. At today's hearing the parties filed a memorandum of settlement reached between them and prayed that an award be made in terms thereof. A copy of the said memorandum of settlement is taken on file and

is annexed hereto and marked Annexure 'A'. As on the facts and circumstances of the case, I am satisfied that the terms of settlement are fair and reasonable, I make an award in terms of Annexure 'A' which shall form part of this award.

3. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Chairman,

Central Government Industrial Tribunal,
Dhanbad.

DHANBAD;

The 13th January, 1959.

BEFORE THE HON'BLE CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,
DHANBAD

APPLICATION No. 4 OF 1958

UNDER SECTION 33-A OF THE I.D. ACT, 1957

Arising out of Ref. No. 14 of 1958

Dasarath Mistry and 16 others

Vs.

Manager, Selected, Jharia Colliery

MEMORANDUM OF SETTLEMENT

The parties, above-named,

Most respectfully beg to submit as follows:—

- (1) Without prejudice to their respective contentions, the parties, above-named, have arrived at an amicable settlement of the dispute, as narrated in the present application, on the following terms.
- (2) The workmen concerned shall abandon their claim for employment in the colliery.
- (3) The Management shall pay to the seventeen workers concerned in this application, the total sum of Rs. 3,300 (Three thousand and three hundred) to be distributed individually to each one of them as per annexure attached to this agreement. The payment shall be made by 31st January, 1959 on a date to be notified by the management to Sree Lalit Burman. This payment is in lieu of their claim for employment which they have abandoned as stated above.
- (4) The workmen concerned in this application have no other claim of any sort against this management arising out of their application.
- (5) The parties in the circumstances jointly pray that this Hon'ble Tribunal may be pleased to give the award in the aforesaid terms of this agreement.

And for this both the parties shall ever pray.

(Sd.) ILLEGIBLE.

Representative of the Managing Director.

The 13th January, 1959.

(Sd.) R. B. SINGH,

Manager, for employers.

The 13th January, 1959.

(Sd.) LALIT BURMAN,
For workmen,
The 13th January, 1959.

Taken on file.

(Sd.) SALIM M. MERCHANT,
Chairman,

The 13th January, 1959.

Central Government's Industrial Tribunal,
Dhanbad

ANNEXURE

Serial No.	Name	Designation	Amount to be paid.
			Rs.
1	Dasarath Mistry	Blacksmith	250
2	Budhan Bhuia No. 1	Wagon Loader	175
3	Sadagar Bhuia No. 2	Miner	125
4	Madhusudan Chamar	"	325
5	Tulshi Chamar	"	300
6	Jichan Bhuia	S. Trammer	100
7	Jagadish Bhuia	U.G. Trammer	300
8	Dwarka Dasadh	Night Guard	200
9	Kishan Dasadh	Miner	125
10	Ramnath Jaswara	H.C. Mazdur	100
11	Pairag Bhuia	Wagon Loader	275
12	Mongar Bhuia No. 1	"	275
13	Badri Bhuia	Miner	200
14	Munshi Bhuia	Wagon Loader	175
15	Patal Bauri	Miner	125
16	Bhakoo Bauri No. 2	"	150
17	Ramsarup Shaw	"	100
			3,300

TOTAL. Rupees three thousand and three hundred only.

(Sd.) LALIT BURMAN
For the Applicants,

R. B. SINGH—
for the Opp. party.

[No. LRII/4(89)/58.]

K. D. HAJELA, Under Secy.

New Delhi, the 31st January 1959

S.O. 312.—Whereas the Central Government is satisfied that the employees of the Telegraph Workshops, Alipore, Calcutta, the Telephone Workshops, Bombay, and the Telegraph Workshops, Jabalpur, belonging to the Posts and Telegraphs Department under the control of the Ministry of Transport and Communications are otherwise in receipt of benefits substantially similar of superior to the benefits provided under the Employees State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 491, dated the 1st February 1958, the Central Government hereby exempts each of the above mentioned factories from all the provisions of the said Act for a further period of one year with effect from the 1st February 1959.

[No. F. III-6(93)/59]

BALWANT SINGH, Under Secy.

New Delhi, the 3rd February 1959

S.O. 313.—In pursuance of sub-section (4) of section 3 of the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946), the Central Government hereby publishes the following report of the activities financed from the Mica Mines Welfare Fund for the year ending the 31st March 1958 together with an estimate of receipts and expenditure of the Fund and a statement of accounts for that year.

PART—I—ACTIVITIES IN ANDHRA PRADESH

The Mica Mines Labour Welfare Fund Advisory Committee (Andhra Pradesh), Nellore met three times during the year and the Finance Sub-Committee once.

1. Medical Facilities

(a) *Dispensaries.*—The Mica Mines Labour Welfare Fund, Andhra Pradesh maintained 3 Static dispensaries located in the heart of the Andhra Pradesh Mica Mining area at Kalichedu, Talupur and Sydapuram. A temporary in-patient ward of eight beds attached to the dispensary at Kalichedu served the patients very well.

Statistics of the work done in the dispensaries during the year are given below:—

Dispensary	Total number of patients treated	
	Out patients	In patients
Kalichedu	63,950	271
Talupur	54,236	..
Sydapuram	35,263	..
Mobile dispensary	10,236	..
	1,63,685	271

Medicines worth Rs. 7,778.96 were supplied to the dispensaries during 1957-58. During the month of June 1957 influenza broke out in an epidemic form in the mining area. Special drugs were supplied to all the dispensaries. 10,000 APC tablets and 3,000 Sulpha Methazine tablets were supplied to all the dispensaries. 100 vials of Stepto Penicillin and 1,000 Sulpha Methazine tablets were supplied specially to the Sydapuram dispensary where the prevalence of the disease was rampant.

Microscopes were provided in the dispensaries at Kalichedu and Talupur and the following laboratory tests were conducted during the year under report:—

	1956-57	1957-58
Bood tests	178	149
Sputum tests	73	47
Urine tests	299	402
Motion tests	11	6

The Medical Officers, in addition to their dispensary work, trained workers in the mica mines in First Aid for being appointed as First Aid certificate holders as required by section 21 of the Indian Mines Act, 1952. In 1957 the Medical Officers, Sydapuram and Talupur trained 61 persons.

There is one mobile dispensary in the charge of a Medical Officer. The Medical Officer and the Compounder visited the mines and labour colonies situated beyond three miles from static dispensaries according to a presented programme and treated the patients at the places.

The statistics of work done by the mobile unit are furnished below:—

	day.
(1) Number of days on tour	235
(2) Number of Mines visited	258
(3) Total number of new cases treated	8,926
(4) Surgical operations conducted	11
(5) Medical examination of school children	120

(b) *Maternity Centres.*—Four maternity centres run by the Fund rendered useful service to the women labourers and children in the mining area. Each maternity centre was under a midwife and the work of the midwives was supervised by the Lady Health Visitor. The midwives also distributed milk made of milk powder supplied by the Indian Red-Cross Society and also jaggery to the under-nourished children daily at the Centres.

Statistics of the work done at these Centres in the year by the Midwives and the Lady Health Visitor are given below:—

	1956-57	1957-58
(1) Total number of ante-natal cases treated	1180	4174
(2) Total number of post-natal case treated	522	460
(3) Total number of Labour cases conducted by mid-wives	446	408
(4) Quantity of milk powder consumed	1594 lbs.	712 lbs.
(5) Quantity of jaggery consumed	557 lbs.	88 Miss
(6) Number of clinics conducted by Lady Health Visitor	94	91

(c) *Reservation of beds in the State Government Hospitals.*—Three beds were reserved at the District Headquarters Hospital, Nellore for the exclusive use of mica miners. The number of patients treated against these reserved beds at the District Headquarter's Hospital, Nellore during 1957-58 was 56.

(d) *Combating Tuberculosis among Mica Mine Labourers.*—Steps were taken to combat Tuberculosis and Silicosis to which mica mine labourers are subjected. The amount of Rs. 15,000 already contributed to the Government T.B. Hospital at Nellore from the Fund was treated as having been given for the construction of a T.B. Ward of 8 beds and was also decided to pay a sum of Rs. 100 per bed per month for the patients recommended by the Fund authorities and admitted in the T.B. Hospital, Nellore with the concurrence of the Government of Andhra Pradesh. In addition, proposals for the construction of a T.B. ward at Kalichedu were under consideration.

(e) *Anti-malaria Operations.*—The Anti-malaria Unit working under the supervision of the Senior Entomologist, Nellore, continued to work successfully in the mining area during the year and there was fall in the incidence of malaria.

2. Education Facilities

(a) *Schools.*—There are six elementary schools and one Middle School working in the mining area under the Fund. The number of students who attended the schools is as follows:—

(1) Number of children in all the six elementary schools	670
(2) Number of students in the Middle School	93

Midday meals were served to the children studying in these schools and this proved a very successful incentive for almost all the children of mica mine labourers to attend the schools. In the year 1957-58 a sum of Rs. 10,535 19 was spent towards the supply of midday meals.

The State Government granted financial aid amounting to Rs. 16,177-37 n.P. to the schools run by the Organisation. Books and slates were supplied free of cost to the children of mica mine labourers studying in the six elementary schools and three private schools run by certain mine managements at a total cost of Rs. 597-09.

(b) *Other Educational Facilities.*—Every year scholarships are granted to the children of mica mine labourers studying in Higher Elementary Schools, Secondary Schools and Colleges for the prosecution of their studies. A sum of Rs. 1,511-67 was granted to 56 eligible candidates.

(c) *Boarding Home*.—A sum of Rs. 2,195.26 was spent on the scheme of running a Boarding Home at Sydapuram for giving boarding and lodging facilities to 18 of the children of mica mine labourers studying in the District Board High School, Sydapuram.

3. Handicrafts

(a) *Schools*.—In the two big schools at Kalichedu and Talupura, children were taught handicrafts like tape-weaving, stitching, knitting and embroidery. Tape-weaving to children in all the other schools.

(b) *Community Centre*.—There is one community centre run by the Fund in the mining area for the benefit of mica mine labourers and their families under the supervision of the Junior Assistant Welfare Inspector, Kalichedu, in respect of the men's section and of the Assistant Welfare Inspector, Gudur (Lady) supervised the work in respect of the women's section.

Men's Section.—Men labourers learnt carpentry in their leisure hours. A qualified tutor in carpentry taught carpentry both to the school children in the Middle School, Elementary School, Kalichedu and men labourers. Raw materials such as wood, nails, joints, etc., worth Rs. 225.52, were supplied to the centre for use by the trainees. They made useful articles which were either sold in public auction or were supplied to dispensaries and schools. The number of persons trained in the carpentry centre during the year is given below:—

Men labourers	17
School boys	50

Women's Section.—A qualified Lady Tutor taught women labourers and school girls tailoring, knitting and embroidery. 17 women and 18 school girls were given training during the period under report.

4. Recreational Facilities

(a) There are six Radio centres in the mining area and they worked satisfactorily. A new radio set was installed at the Shah Mine Labour Colony and another at the Palamani Mine Labour Colony. There are five Recreational Clubs in the mining areas.

(b) *Sports*.—The annual sports for the mica mine labourers and their children were conducted on a zonal basis from the 9th March, 1958 to the 30th March, 1958. A drama "SEETHARAMANJANEYA YUDHAM" was also enacted by the dramatic troupe of mica mine labourers, Talupur on that day.

5. Housing Scheme

The new Subsidised Housing Scheme was under consideration.

6. Drinking Water Facilities

Subsidised Wells Scheme.—(1) The sinking of a well at Pattabhirama Mine was progressing well. Another well at Sudarsanarama Mine was also sanctioned and the estimates were under preparation. One big well was being constructed at Shantinagar at an estimated cost of Rs. 3,800 from the Fund's resources. An amount of Rs. 1,150 was spent by the 31st March, 1958 towards this work.

7. Buildings

The following building works were completed during the year:—

- (1) Re-roofing of in-patient ward.
- (2) Provision of iron grills and shutters to the doors and windows of Isolation ward.
- (3) Re-roofing of old dispensary.
- (4) Provision of collapsible gates for the dispensary building, Sydapuram.
- (5) Provision of collapsible gates to the dispensary building, Talupur.
- (6) Provision of iron grills to windows of the school building, Talupur.
- (7) Fencing work at Talupur.
- (8) Provision of iron grills to windows of the school building, Kalichedu.

- (9) Sanitary and water supply installation at Kalichedu.
- (10) Latrine building at Kalichedu school.
- (11) Fencing work at Kalichedu to the extent A/A sanctioned.
- (12) Fencing work at Sydapuram

8. *Enforcement of Welfare measures on the surface of Mines.*

The two Welfare Inspectors and the Secretary of the Fund were appointed as *ex-officio* Inspectors of Mines under the Mines Act, 1952 to enforce sections 19, 20, 21, 44 and 45 of the Act on the surface. The details of work turned out by them in the above direction are as below:—

- (1) Two disputes of non-payment of wages amounting to Rs. 210.31 were got settled.
- (2) Three disputes relating to non-payment of bonus involving 212 labourers amounting to Rs. 1,949.50 were got settled.
- (3) Bonus was got paid to 15 labourers. The amount was Rs. 505.19
- (4) Latrines were got constructed in six mines.
- (5) Twenty-two labourers thrown out of employment were got re-instated.
- (6) Compensation of Rs. 700 for accident was got paid to the victim at Harnath Gopal Mine. The Manager has promised to pay the balance of Rs. 812.
- (7) Grain allowance was got paid to forty-one labourers.
- (8) Compensation for retrenchment amounting to Rs. 262.50 was got paid to fourteen labourers.
- (9) The wages of 9 labourers were got raised to the level of minimum wages fixed by Government and arrears amounting to Rs. 125.14 were got paid to them.
- (10) 7,892 houses of labourers were visited and 11,740 labourers were contacted by the Welfare Inspectors and the labourers were advised on cleanliness, sanitation, sending children to schools, house economy, etc., etc.
- (11) Drinking water arrangements were got improved in five mines.
- (12) First aid equipment was got placed at eight mines.
- (13) First aid certificate holders were appointed at two mines.

PART II— ACTIVITIES IN BIHAR

The Advisory Committee and the sub-Committees

During the year under review, the Advisory Committee for Bihar met 6 times.

1. *Medical Facilities*

(a) *Central Hospital, Karma*—The Central Hospital at Karma continued to do good work.

The number of patients treated in the outdoor and indoor section was as follows:—

Section	Number treated	
	1956-57	1957-58
1. O. P. D.	10,671	12,685
2. I. P. D.	22,773	9,580
3. X-RAY	250	274
4. T. B.	4,006	1,199
5. Pathology		
(a) Blood	858	600
(b) Stool	398	245
(c) Urine	434	3,282
(d) Sputum	477	496

(b) *Ambulance*.—The Ambulance Van continued functioning for shifting serious cases from different mines and static dispensaries to the Central Hospital, Karma.

The construction of the building for the Regional Hospital at Tisri, was in progress.

(c) *Static Dispensaries*.—The Fund continued to maintain the five static dispensaries of its own at Debour, Dhorakola, Dhab, Bendro, and Charkapathal. One more static dispensary was established during the year at Parsabad. The number of cases treated at these dispensaries during the period under report are shown below:—

Name of Dispensary	Number of cases treated	
	1956-57	1957-58
1. Debour Dispensary	12,572	12,744
2. Dhab Dispensary	13,177	16,813
3. Dhorakola Dispensary	15,494	17,020
4. Bendro Dispensary	12,089	11,564
5. Charkapathal Dispensary	11,238	11,589
6. Parsabad Dispensary	Nil	2,385

(d) *Mobile Medical Unit*.—The Mobile Unit No. 1 stationed at Karma continued to provide medical relief to the mica miners and their families. The number of patients treated by the unit during the period under report was 28,504 as against 22,912 during 1956-57.

The Mobile Medical Unit No. 3 stationed at Tisri treated 8,564 patients during the year under report.

(e) *Maternity and Child Welfare Centre*.—The Maternity and Child Welfare Centres at Dhab and Dhorakola continued functioning satisfactorily.

The details of work done at these centres during the year are as follows:—

	Dhab	Dhorakola
(1) Total number of ante-natal cases treated	66	98
(2) Total number of post-natal cases treated	21	77
(3) Total number of children treated	2,005	572
(4) Total number of miner's houses visited	251	265
(5) Total number of Labour cases conducted in their home	21	32
(6) Total number of Dai Training Classes held	11	41
(7) Total number of Mother Crafts Classes held	Nil	63
(8) Total number of children to whom milk was distributed	1,832	3,929

2. Anti-Malaria Operations

The scheme of insecticidal spraying in the mica field of Bihar continued functioning. Three rounds of spraying were completed. There was an appreciable fall in the incidence of malaria. The details of work done by the Anti-Malaria team were as follows:—

(1) Villages visited	161
(2) Mines visited	491
(3) Number of rooms sprayed	13,306
(4) Quantity of Gamaxine powder used	14,120 lbs.
(5) Paludrine tablets distributed	7,450 Nos.

3. Educational and Vocational Facilities

(a) *Multi-purpose Centre*.—4 Multi-purpose institutes comprising each of (a) Adult Education Centre, and (b) a Women Welfare Centre continued functioning

at Debour, Dhab, Kodarma and Saphi for the benefit of the mica mines workers and their families. Training in handi-crafts like sewing, knitting was given to the women attending the Centres. The details of work done at each Multi-purpose Institution are as follows:—

Activities of Adult Education Centres

Name of Centre	A/V. Nos. of mines basties visited in each month.	A/V. Nos. of talks given in each month
1. Dhab	22	22
2. Debour	21	16
3. Kodarma	18	6
4. Saphi	23	19

Attendance of Adults

Name of Centre	Average Nos. of Adults on Roll	Daily a/v. Nos. of Adult attendance
1. Dhab	37	15
2. Debour	37	22
3. Kodarma	32	15
4. Saphi	45	26

Recreational activities

Name of Centre	Games activities		Reading Room	Radio Programme
	Indoor daily atten- dance average	outdoor daily atten- dance average	Daily average attendance	Daily average atten- dance
1. Dhab	21	21	8	20
2. Debour	17	21	11	16
3. Kodarma	18	29	14	107
4. Saphi	37	29	19	20

Women Welfare Centre.—The Women Welfare Centres have continued to afford educational and recreational facilities to the miners' children, and women continued to get training in handicrafts like sewing, knitting, etc.

Activities of the Women Welfare Centres

(1) *Out-door works*

Name of Centre	No. of basties or mines visited by the Field Workers during a month	Nos. of talks given in a month
1. Dhab	15	13
2. Debour	18	17
3. Kodarma	15	8
4. Saphi	24	4

(2) Attendance of children

Name of Centre	Nos. of children on roll	Daily a/v. Nos. of children attended
1	2	3
1. Dhab	74	37
2. Debour	80	37
3. Kodarma	50	31
4. Saphi	91	72

(3) Baths given to the Children & Clothes washed

Name of Centre	Daily average Nos. of children given bath	Daily a/v. Nos. of clothes washed
1	2	3
1. Dhab	37	16
2. Debour	25	24
3. Kodarma	18	18
4. Saphi	35	23

(4) Children's Park

Name of Centre	Daily a/v. No. of children attending the Children's Park
1	2
1. Dhab	21
2. Debour	24
3. Kodarma	47
4. Saphi	66

(5) Attendance of Kamins

Name of the Centre	Daily average Nos. of Kamins on roll	Daily average Nos. of Kamins attended
1	2	3
1. Dhab	17	6
2. Debour	21	7
3. Kodarma	10	6
4. Saphi	13	12

(6) Other activities

Name of Centre	Daily average Nos. of attendance		
	Literacy Class	Reading	Recreation
1	2	3	4
1. Dhab	3	3	4
2. Debour	2	3	6
3. Kodarma	2	3	4
4. Saphi	Nil	Nil	11

Buildings for housing two more Multi-purpose Institutes at Karma and Sankh were completed and handed over for starting the Centres. The Centres will start very shortly.

Steps were also taken to appoint staff for starting the two small community centres at Joraseemer and Pessam in the rented building and the Centres would start functioning shortly.

(b) *Primary Schools*.—Six primary school continued to give primary education to the children of the mica mines workers at (1) Khijuri, (2) Sankh, (3) Charki, (4) Gajandi, (5) Bhandari and (6) Khorakota

4 Recreational Facilities

(a) *Mobile Cinema Van*.—The Cinema Van continued to entertain the mica mines workers through the display of education and entertaining films, 213 cinema shows were given

One additional cinema van (16 MM) was put in operation and 119 cinema shows were given by that van.

(b) *Radio Sets*.—Besides the 17 sets of radios already distributed to different mines two more sets were supplied during the year. Since the supply of radios had proved very effective in giving recreation to miners, more demands were coming forward

(c) *Competitive Sports*.—The competitive sports organised during the last year created great enthusiasm amongst the workers. A sum of Rs. 8,000 was sanctioned for organising competitive sports in the mica fields of Bihar. Local sports committee were formed at ten important Centres and the sports were conducted at the following Centres and 7,716 persons participated in the sports in 10 Centres

(d) *Central Sports*.—The Second Annual Central Competitive Sports were organised at Karma on the close of zonal sports at ten different zones, and useful and attractive prizes were given away to the winners. A shield was awarded at this occasion to the zonal Chairman, Bendi representing the Bendi Zonal Competitive Sports Committee, in appreciation of their services in organising the sports in the best possible way

5 Provision for Drinking Water

Besides the three wells constructed departmentally and the three wells constructed on subsidy basis, the Organisation also undertook to supply water to different mines in the Dhorakola zone, which is the worst area from the view point of non-availability of water and supplied as many as 1,16,338 gallons of water on trucks to those mine owners who offered to receive water at Rs. 0.25 nP. per four gallons during the months of May and June 1957

6 Housing Schemes

As the Subsidy-cum-loan Scheme for the construction of miners' houses did not find favour with the mica mine owners, the following two schemes were under consideration:—

- (i) Where the mica owners were not willing to construct miners houses under the Subsidy Scheme, the Fund might undertake to construct houses from the resources of the Fund.
- (ii) The Subsidy under the Subsidised Housing Scheme might be increased from 25 per cent to 50 per cent of the cost of construction of houses.

7 Schemes to be implemented

Tenders for the following works were called for and the work was to begin soon:—

- (1) Construction of road paths fencing etc for the additional quarters for the staff of the organisation at Karma.
- (2) Provision of internal water supply and sanitary installation to the additional quarters for the staff of the Organisation at Karma
- (3) Provision of external drainage and water supply to the additional quarters for the staff of the Organisation.
- (4) Construction of roads, paths, fencing gates etc at MP1, Debour.

8. Building Programme

(a) The Fund completed the construction of the following buildings amongst others during the year 1957-58:—

- (1) Construction of anti-malaria store with laboratory for research work at Karma.
- (2) Construction of Aya and attendants' quarters at Debour.
- (3) Construction of Aya and attendants' quarters at Saphi.
- (4) Construction of M.P.I. with staff quarters at Sankh.
- (5) Construction of M.P.I. with staff quarters at Karma.
- (6) Construction of platform for T.B. ward at Cential Hospital, Karma.
- (7) Construction of culvert with approach road at Multi-purpose Institute at Debour.
- (8) Electrification of Multi-purpose Institute and staff quarters at Saphi.

(b) The following works were under construction and the progress thereon upto the 31st March, 1958 is shown below against each:—

(1) Construction of Maternity & Child Welfare Centre with staff quarters at Dhab.	98%
(2) Construction of 15' x 70' deep well at Dhab	70%
(3) Construction of Aya & Attendants quarters at Dhab.	90%
(4) Construction of garage & staff quarters for Mobile Medical Unit Dhorakola	98%
(5) Construction of a small well at Dhorakola	90%
(6) Construction of Regional Hospital with Maternity & Child Welfare Centre and staff quarters at Tisri.	10%
(7) Construction of dispensary building with Maternity & Child Welfare Centre & staff quarters at Bendro	3%
(8) Construction of a primary school at Bhandari.	3%

PART III—ACTIVITIES IN RAJASTHAN

The Mica Mines Labour Welfare Fund Advisory Committee for the new state of Rajasthan was being constituted.

1. Welfare Schemes

During the year under report, welfare centres at Amli, Bagore, Bemali, Ropa, Lawa-Sardargarh, Para, Saned and Mobile Medical Units at Bhilwara, Mandal, Gangapur, Kishangarh and Ajmer worked in full swing. Two more new welfare centres were established in the Ajmer region at Surajpura and Sarana in the middle of the year under report. All these Centres functioned satisfactorily.

2. Medical Facilities

(a) *Static dispensaries.*—Five static dispensaries at Amli, Bemali, Bagore, Ropa and Lawa-Sardargarh continued to be maintained during the year under report, and 56,493 patients treated at these dispensaries.

Besides, medical staff visited the adjoining villages and mines to advise the workers regarding prevention of disease, improvement of sanitation and cleanliness.

At the welfare centres in Ajmer region, arrangements were made to provide medical aid to the workers and their dependants under the supervision of the Medical Officer, Mobile Medical Unit Ajmer, 21,128 cases were treated at these centres.

(b) *Mobile Medical Units.*—Five mobile Medical Units stationed at Bhilwara, Mandal, Gangapur, Kishangarh and Ajmer visited such mines and villages which are not covered by the static dispensaries and catered to the medical needs of workers and their dependants, and 40,600 of patients were treated by these units.

(c) *Maternity and Child Welfare.*—At every welfare centre, there is a maternity and child welfare section. These are in the charge of a midwife at each

centre excepting at Bagore where there is a Lady Health Visitor also. These Centres continued to provide maternity facilities to workers during the year under report. The work done at these Centres is given below:—

Kind of cases	1956-57	1957-58
1. No. of delivery cases conducted	71	104
2. No. of anti-natal cases treated	130	162
3. No. of post-natal cases treated	101	142
4. No. of children treated.	334	3420
5. No. of anti-natal cases visited.	154	291
6. No. of post-natal cases visited.	128	460
7. No. of infants and toddlers undercare	2266	3706
8. No. of homes visited.	1040	2489

Besides, the expectant mothers were advised as to how to become good mothers. They were also given advice regarding cleanliness, prevention of disease and keeping of babies tidy and healthy. Milk was also distributed to children and expectant mothers. Babies were given bath.

3. Educational Facilities

(a) *Adult Education*.—As illiteracy is the main cause of many evils in society, much attention was paid to literate the workers. To achieve this aim, adult education centres at the following places imparted literacy to the mica workers:—

1. Ropa.
2. Jamoli.
3. Bemali.
4. Lawa-Sardargarh.
5. Bagore.
6. Ganeshpura
7. Gudli.
8. Dhosar.
9. Mahendragarh.
10. Amli.
11. Toonka.
12. Nansa.

Slates, pencils and books were supplied free. The total average attendance in the above mentioned adult education centres was 214 per day.

(b) *Schools*.—Primary schools were continued to be run by the Fund during the year under review at Amli, Dhosar, Ganeshpura and Toonka. At Amli, there is a primary school of the State Government and therefore, VI and VII classes were run by the Fund. The examination fee of the students belonging to miners was paid by the Fund. Total No. of students reading in these schools during 1957-58 was 118.

(c) *Reading Room and Library*.—The two 'A' type welfare centres at Bagore and Amli were provided with reading room and library. While at others, Hindi daily newspapers and some periodicals were provided.

(d) *First Aid Classes*.—First aid classes were held at Bagore, 31 workers were declared successful in the examination and were awarded with First-aid certificates.

(e) *Knitting and Sewing classes*.—These classes were held at the welfare centres at Para, Sanod, Surajpura and Sarana to impart training to the females of the miners in tailoring, embroidery, knitting of woollen garments etc. Government has been moved for sanction to start such classes at Amli and Bagore. The average attendance at each Centre was 8 per day.

4 Recreational Activities

(a) To meet fully the requirements of the miners, all the welfare centre, sub-centres and important mines were supplied with indoor and outdoor games articles. Besides, all the welfare centres were provided with battery-radios. The average attendance in the Centres was 776

(b) *Mobile Cinema Unit.*—The Mobile Cinema Unit paid regular visits to important mining areas and exhibited social and religious films free of charge for the recreation of mica-workers and their dependants. The number of free shows given in the year was 149.

(c) *Celebration of functions.*—Functions were organised on the occasions of Holi, Diwah, Ramnavami, Pratap-Jayanti etc. Independence day and Republic day celebrations were also organised. Sports and games competition, cultural programmes and prize distribution were the main features of the functions. Annual functions were held in December, 1957, at Toonka mine and in June, 1957 at Mahendragarh and Dhosar. In all these functions mica-labourers took part enthusiastically and in large numbers.

In the annual tournament organised by the State Government Labour Department at Bhilwara in March, 1958, the team of the Mica Mines Labour Welfare Fund Rajasthan also participated.

5 Co-operative Societies

It was felt that for the economic uplift of the labourers there should be co-operative societies in the mining area. Hence necessary steps were being taken in this direction.

6 Construction of Buildings

Plans and Estimates for various works were being prepared by the C.P.W.D. to whom all the works in Rajasthan have been entrusted for execution.

7 Other activities

In the annual tournament organised by the State Government Labour Union successfully completed their training in Social Welfare at All India Institute of Social Welfare and Business Management at Calcutta.

Statement of Accounts for the year 1957-58

Receipts	Expenditure	
	Rs.	nP
Opening balance on the 1st April, 1957	1,58,13,300	67
	Bihar	
	Andhra	7,29,542.46
	Pradesh	1,31,610.90
	Rajasthan	1,43,057.58
	West Bengal	11.25
	Closing Balance on	
	31-3-58	1,78,76,980 97
Adjustments made by the A.C. Bihar upto 31-3-1957	12,24,795	03
Receipts during the year 1957-58	21,43,107.46	
TOTAL	1,88,81,203.16	
*Estimates of Receipts & Expenditure for 1958-59		
Receipts		Rs. 23,00,000
Expenditure		
	Rs.	
Bihar	12,47,400	
Andhra Pradesh	3,60,300	
Rajasthan	2,43,500	
TOTAL	18,51,200	

*Accepted for the budget estimates for 1958-59

[No. MIII-33(8)/58.]

P N SHARMA, Under Secy

MINISTRY OF INFORMATION AND BROADCASTING*New Delhi, the 28th January 1959*

S.O. 314.—In exercise of the powers conferred by the proviso to Article 309 of the Constitution and in supersession of the previous orders on the subject the President hereby makes the following rules regulating the method of recruitment to the posts of Inspector of Accounts in the Directorate General, All India Radio, namely:—

Short Title.—These rules will be called Directorate General, All India Radio, New Delhi, Recruitment Rules, 1959.

Method of recruitment.—Recruitment to the posts of Inspector of Accounts in the Directorate General, All India Radio, New Delhi shall be made in accordance with the provisions contained in the Schedule.

[No. 11(5)/56-B(A).]

C. B. L. MATHUR, Under Secy.

New Delhi, the 2nd February 1959

S.O. 315.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the Schedule to the notification of the Government of India in the Ministry of Information and Broadcasting No. SRO-618, dated the 28th February, 1957, namely:—

In the said Schedule—

(1) in Part I, under the heading "Films Division", for "All posts" in column I and the entries relating thereto in columns 2 to 4 the following shall be substituted, namely:—

I	2	3	4
"Posts on a scale of pay with a minimum of not less than Rs. 500/- p.m.	Secretary, Ministry of Information and Broad- casting.	Secretary, Ministry of Information and Broad- casting.	All
Other posts	Controller of the Films Division.	Controller of the Films Division.	All";

(2) in Part II, under the heading "Films Division", for the words "Controller of Administration" in column 5, the words "Controller of the Films Division" shall be substituted;

(3) in Part III, under the heading "Films Division", for the words "Controller of Administration", in column 5, the words "Controller of the Films Division" shall be substituted.

[No. 15/1/58-F(A).]

V. P. PANDIT, Under Secy.

